

**Agenda for the  
Regular Meeting of the  
Englewood City Council  
Monday, May 2, 2011  
7:30 pm**

Englewood Civic Center – Council Chambers  
1000 Englewood Parkway  
Englewood, CO 80110

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Roll Call.
5. Consideration of Minutes of Previous Session.
  - a. Minutes from the Regular City Council Meeting of April 18, 2011.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
  - a. Youth from Englewood High School will be present to address Council regarding Destination Imagination.
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment.
8. Communications, Proclamations, and Appointments.
  - a. Letter from Cyndi Krieger announcing her resignation from the Planning and Zoning Commission.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.
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- b. Proclamation congratulating the Englewood Lions Club on its 85<sup>th</sup> Anniversary on May 14, 2011.
- c. Proclamation honoring Well-Fed, Inc. for its service to the children of our community and declaring May 21, 2011 as a day of celebration to recognize Well-Fed's services.
- d. Proclamation recognizing May 15-21, 2011 as National Public Works Week.
- e. The Honorable John W. Smith III will swear in John Collins as Chief of Police for the City of Englewood. A brief reception will follow in the Community Room.

9. Consent Agenda Items.

- a. Approval of Ordinances on First Reading
- b. Approval of Ordinances on Second Reading.
  - i. Council Bill No. 20, authorizing an Intergovernmental Agreement for the acceptance of grant funding for the development of a site-specific park plan for Duncan Park redevelopment.
  - ii. Council Bill No. 21, accepting an Intergovernmental Agreement from the Colorado Department of Transportation for a grant to pursue 2011 Projects related to Traffic Education and Enforcement.
  - iii. Council Bill No. 22, approving Emergency Medical Transport fees.
  - iv. Council Bill No. 23, approving an Intergovernmental Agreement for a 2009 grant from Arapahoe County Open Space Funds for the Fire Training Academy/Orphan Property Acquisition and Improvements.
  - v. Council Bill No. 24, authorizing the purchase by quit claim deeds from South Metro Fire Rescue Authority, Littleton Fire Rescue, City of Littleton, West Metro Fire Protection District and the City of Englewood as the owners of the Fire Training Academy/Orphan Property located in the 4600 block of South Wyandot.
  - vi. Council Bill No. 25, dedicating a Transportation Easement over the Fire Training Academy/Orphan Property.
  - vii. Council Bill No. 26, dedicating a Bike Path Easement over the Fire Training Academy/Orphan Property.
  - viii. Council Bill No. 27, dedicating a Conservation Easement across the Fire Training Academy/Orphan Property from the City of Englewood to Arapahoe County.

- c. Resolutions and Motions.
  - i. Recommendation from the Library Department to approve a resolution authorizing its 2011 Summer Food for Fines program from Monday, May 23 through Sunday, June 5, 2011. **STAFF SOURCE: Dorothy Hargrove, Director of Library Services.**
  - ii. Recommendation from the Utilities Department to approve, by motion, the purchase of water meters and electronic remote transmitters. Staff recommends purchasing the equipment from National Meter and Automation, Inc. in the amount of \$69,145 in conjunction with Denver Water's purchase to ensure the best quantity price. **STAFF SOURCE: Stewart H. Fonda, Director of Utilities.**
  
- 10. Public Hearing Items. (No Public Hearing Scheduled)
  
- 11. Ordinances, Resolutions and Motions
  - a. Approval of Ordinances on First Reading.
    - i. Council Bill No. 28 – Recommendation from the Utilities Department to adopt a bill for an ordinance authorizing an amendment to the 1990 Big Dry Creek Interceptor Agreement regarding fees. **STAFF SOURCE: Stewart H. Fonda, Director of Utilities.**
  - b. Approval of Ordinances on Second Reading.
    - i. Council Bill No. 19, modifying sections of the Englewood Municipal Code pertaining to medical marijuana.
  - c. Resolutions and Motions.
  
- 12. General Discussion.
  - a. Mayor's Choice.
  - b. Council Members' Choice.
  
- 13. City Manager's Report.
  
- 14. City Attorney's Report.
  
- 15. Adjournment

The following minutes were transmitted to City Council in April, 2011.

- Code Enforcement Advisory Committee meeting of March 16, 2011.
- Englewood Housing Authority meeting of February 23, 2011.
- Keep Englewood Beautiful meeting of March 8, 2011.
- Liquor Licensing Authority meetings of February 16, March 2, 2011 and telephone polls of March 16 and April 6, 2011.
- Planning and Zoning Commission meetings of March 22 and April 5, 2011.

## Two Teams from Englewood Schools Earn Trips to Destination ImagiNation® Global Finals!



**Englewood High School Improv Team**



**Englewood HS & ELA Structure Team**

Destination ImagiNation® (DI) is an innovative organization that teaches creativity, teamwork and problem solving to students across the U.S. and in more than 30 countries. In Colorado, more than 970 teams, or roughly 6,800 Colorado students, participated in DI Challenges. DI's main program is an unconventional team learning experience where student teams from all over the world solve mind-bending Challenges. Teams are tested to think on their feet, work together as a team, learn critical thinking skills, and devise original solutions that satisfy the requirements of their Challenge. Participants gain more than basic knowledge and skills - they learn how to unleash their imaginations and take unique and risky approaches to problem solving!

A team from Englewood High School and a combined Englewood High School/Englewood Leadership Academy both earned the honor to represent Englewood and Colorado at the Global Finals in Knoxville, Tennessee. The Finals will be held on the campus at the University of Tennessee on May 25 – 28, 2011.

As you can imagine, there are substantial costs involved in sending the teams to compete at Global Finals. The teams are requesting that area merchants partner with them to underwrite the trip's expenses. Donation checks can be made out to Destination Imagination Colorado. Reference Englewood Schools in the Memo line. The Tax ID # is 84-1559172.

The teams are also planning a fundraising concert that will happen in May. Donations of merchandise and/or services are being accepted for auction and/or door prizes at the concert.

**Thank you for your support. Every little bit helps and anything you can contribute will be greatly appreciated.**

April 26, 2011

To:

Englewood City Council

Alan White

Tricia Langdon

It is with great regret that I submit my resignation from the Planning and Zoning Commission. I have two elderly relatives in Colorado Springs that I need to care for and as my husband and business partner's health declines, my business is requiring more and more time, and I find that I just cannot stretch myself thin enough to fulfill my obligations to the Commission. Since this is reappointment time, I felt that now would be the appropriate time to submit my resignation so that our long standing alternate can finally take his place on the commission and a new alternate can be appointed. I have thoroughly enjoyed my nearly 10 years on the Commission. Everyone in our Community Development Department is of the highest caliber and it has been a pleasure working with them all. I sincerely hope that my life will allow me to serve our city in another capacity at some future time.

Sincerely,

**Cyndi Krieger**

PROCLAMATION



WHEREAS, the Englewood Lions Club will celebrate its 85<sup>th</sup> Anniversary on May 14, 2011; and

WHEREAS, the Englewood Lions Club has a long history of service to the community of Englewood; and

WHEREAS, during its 85 years, the Englewood Lions Club has played a significant role in our community, providing milk for school children during the Depression; building the first pool in Englewood and coordinating swimming and water safety classes for the community's children; and building the miniature train and petting zoo at Belleview Park, which have provided countless hours of enjoyment for children and adults alike; and

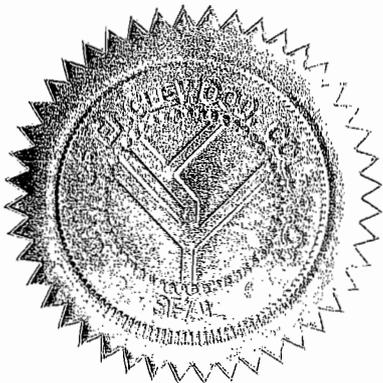
WHEREAS, the Englewood Lions Club is recognized as a true community partner, providing funding and volunteers for many events and programs throughout the City of Englewood; and

WHEREAS, the Englewood Lions Club's good works go well beyond Englewood's boundaries as the Club's fundraising efforts provide opportunities for children with disabilities to attend camp, as well as services to the blind and visually impaired, services for youth, and disaster relief across the globe; and

WHEREAS, the City of Englewood wishes to honor the Englewood Lions Club for the important role it has played in the Englewood community and beyond and to recognize the Lions Club on the noteworthy occasion of its 85<sup>th</sup> Anniversary;

NOW, THEREFORE, I, James K. Woodward, Mayor of the City of Englewood, Colorado, hereby congratulate the Englewood Lions Club on the occasion of its 85<sup>th</sup> Anniversary and offer our gratitude to the Club for its many contributions to this community.

GIVEN under my hand and seal this 2<sup>nd</sup> day of May, 2011.



James K. Woodward, Mayor

## PROCLAMATION



WHEREAS, Well-Fed, Inc. is a local grassroots volunteer organization that aims to “Feed the Child, Nourish the Future” by providing resources for local schoolchildren and their families; and

WHEREAS, Well-Fed, Inc. partners with the Food Bank of the Rockies to run a food pantry at Maddox Early Childhood Education Center, helping ensure that children in Englewood have the nourishment they need; and

WHEREAS, Well-Fed, Inc. is launching “Lunch Box Express,” a new summer lunch program for the children in our community; and

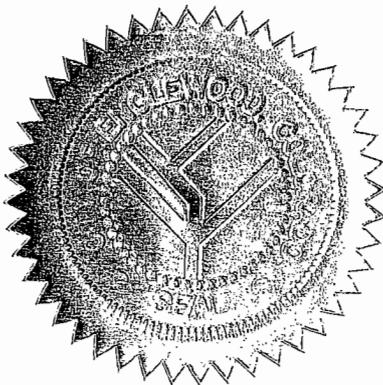
WHEREAS, Well-Fed, Inc. is holding an Open House and Lunchbox Express Launch on May 21, 2011 from 11:30 am to 2:00 pm at Maddox Early Childhood Education Center, located at 700 West Mansfield Avenue in Englewood; and

WHEREAS, the Englewood City Council wishes to recognize the important work being done in our community by Well-Fed, Inc. and wishes to congratulate the organization on the successful completion of nearly one full school year of Well-Fed service;

NOW, THEREFORE, I, James K. Woodward, Mayor of the City of Englewood, Colorado, offer the City of Englewood’s heartfelt thanks and appreciation to Well-Fed, Inc. for the services it provides the children and families of our community and hereby declare

**May 21, 2011 as a day of celebration in honor of Well-Fed, Inc. and the important work this organization is doing to address hunger in our community. We encourage residents to join in the celebration at the Well-Fed Open House & Lunchbox Express Launch on Saturday, May 21.**

GIVEN under my hand and seal this 2<sup>nd</sup> day of May, 2011.




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James K. Woodward, Mayor



## PROCLAMATION

WHEREAS, the American Public Works Association is sponsoring National Public Works Week based on the theme, "Public Works: Above, Below & All Around You"; and

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the City wishes to promote the awareness of the need for public works professionals and the contributions they make to our health, safety, and comfort by providing efficient street systems, public buildings and traffic movement throughout the community; and

WHEREAS, the quality and effectiveness of these facilities, and the planning, design and construction is vitally dependent upon the efforts and skill of Public Works officials; and

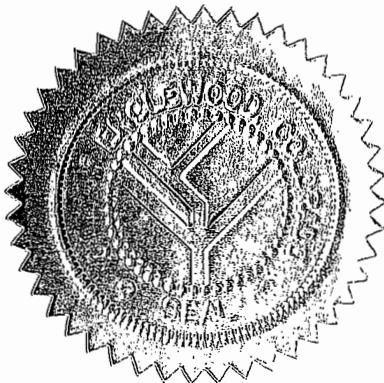
WHEREAS, the City wishes to inspire excellence and dedication in public service by recognizing all of Public Works' outstanding employees and their achievements;

NOW THEREFORE, I, James K. Woodward, Mayor of the City of Englewood, Colorado, hereby proclaim the week of **May 15 - 21, 2011** as:

### **NATIONAL PUBLIC WORKS WEEK**

and urge all citizens of the City of Englewood, Colorado to use this week to visit their local Public Works Department and better familiarize themselves with the important safety information and services provided by these public servants.

GIVEN under my hand and seal this 2nd day of May, 2011.



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James K. Woodward, Mayor

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2011

COUNCIL BILL NO. 20  
INTRODUCED BY COUNCIL  
MEMBER McCASLIN

AN ORDINANCE AUTHORIZING THE AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND FOR THE DUNCAN PARK PLANNING GRANT.

WHEREAS, the City of Englewood authorizes the Intergovernmental Agreement with Great Outdoors Colorado for the Duncan Park Planning Grant; and

WHEREAS, the City of Englewood has received a grant from Great Outdoors Colorado to fund the development of a site-specific park plan for Duncan Park redevelopment; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The Englewood City Council hereby authorizes the Mayor to sign the grant agreement with Great Outdoors Colorado.

Section 2. The Englewood City Council hereby authorizes the expenditure of funds as necessary to meet the terms and obligations of the grant agreement and application.

Introduced, read in full, and passed on first reading on the 18th day of April, 2011.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 22nd day of April, 2011.

Published as a Bill for an Ordinance on the City’s official website beginning on the 20th day of April, 2011 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of May, 2011.

Published by title in the City’s official newspaper as Ordinance No. \_\_\_\_, Series of 2011, on the 6th day of May, 2011.

Published by title on the City’s official website beginning on the 4th day of May, 2011 for thirty (30) days.

\_\_\_\_\_  
James K. Woodward, Mayor

ATTEST:

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2011.

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Loucrishia A. Ellis

## GRANT AGREEMENT

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**Project Name:** Duncan Park Site Plan  
**Contract Number:** 11029  
**Completion Date:** June 8, 2012

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### PARTIES TO AGREEMENT:

**Board:** The State Board of the Great Outdoors Colorado Trust Fund  
**Address:** 1600 Broadway, Suite 1650  
Denver, CO 80202  
**Telephone:** (303) 863-7522  
**Facsimile:** (303) 863-7517

**Grantee:** City of Englewood  
**Address:** 1000 Engelwood Pkwy.  
Englewood, CO 80110  
**Contact Name:** Mr. Joe Sack  
**Contact Title:** Manager of Recreation  
**Telephone:** (303) 762-2682  
**Facsimile:** (303) 762-2688

**Date:** February 24, 2011

### EXHIBITS

**Exhibit A** Ordinance Approving this Grant Agreement  
**Exhibit B** Approved Budget  
**Exhibit C** Summary of Overdue Grants Policy

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### CONTEXT OF AGREEMENT:

A. The State Board of the Great Outdoors Colorado Trust Fund (referred to herein as "GOCO" or the "Board") is a political subdivision of the State of Colorado, created by Article XXVII of the Colorado Constitution, adopted at the November 1992 General Election, which article appropriates a portion of the net proceeds of the Colorado Lottery to the Board and directs the Board to invest those proceeds in the State's parks, wildlife, open space and recreational resources.

B. In 1994, the Board created a statewide grant program, pursuant to which eligible entities could apply for grants to plan for local government parks and outdoor recreation projects to which Grantee responded with a detailed application (the "Project Application").

C. Grantee submitted a Project Application to the Board which contemplates the execution of the project entitled and described above (the "Project"). The parties acknowledge that they have on file a complete copy of the Project Application, which is incorporated herein by reference.

D. The Board approved Grantee's Project Application on 12/8/2010, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. The parties intend this agreement to be the detailed final grant agreement required by the Board (the "Agreement").

## AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into the terms and conditions of this Agreement.
2. Representations and Warranties of Grantee.
  - a. Grantee is a Municipality, duly organized in accordance with the laws of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
  - b. Grantee's governing body has authorized entering into this Agreement as evidenced by the ordinance attached hereto as Exhibit A.
3. Grant and Project. Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed \$75,000.00 (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the Project Application.
4. Project Scope. Grantee shall not materially modify the Project or the Project budget (attached hereto as Exhibit B, the "Budget") without the prior written approval of the Executive Director of GOCO ("Executive Director") or the Executive Director's designee, such approval to be in GOCO's sole discretion. Any material modification to the Project undertaken without GOCO's prior written consent may be deemed a breach of this Agreement by GOCO, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as reflected in the Project Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

5. Grantee Efforts. Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO's approvals related to the Project.

6. Completion Date. Grantee shall complete the Project and submit its Final Report no later than **June 8, 2012** (the "Completion Date") which is eighteen months after the Board's approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO's Overdue Grants Policy, which is attached as Exhibit C ("Overdue Grants Policy"). If Grantee determines with reasonable probability that the Project will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

7. Matching Funds. Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by GOCO policy, and shall provide such evidence of the same as GOCO may require in its discretion from time-to-time.

8. Disbursement of Funds.

a. Advance Payment: If Grantee opts to receive a portion of the Grant funds prior to beginning work on the Project (an "Advance Payment"), Grantee shall provide GOCO with a copy of the fully-executed contract or contracts under which a substantial portion of the Project will be completed and/or invoices, receipts or other documentation evidencing initial expenses. Such contract or contracts shall show the work and the cost of the work to be completed. GOCO may, in its discretion, request additional documentation to support making an Advance Payment. An Advance Payment shall not exceed 75% of the funds contracted and/or expended for the Project or 50% of the Grant, whichever is less. An Advance Payment shall be considered a loan until the Project is complete and Final Payment (as defined below) has been made. If Grantee opts to receive an Advance Payment, it may not receive a Progress Payment (as defined below).

b. Progress Payment: If Grantee has opted to forego an Advance Payment and has opted to receive a portion of the Grant funds after starting but prior to completing work on the Project (a "Progress Payment"), Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ("Progress Report"). The Progress Report must be submitted using GOCO's Progress Report form (available at [www.goco.org](http://www.goco.org) or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment shall not exceed 75% of the funds expended to date for the Project or 50% of the Grant, whichever is less. A Progress Payment shall be considered a loan until the Project is complete and Final Payment (as defined below) has been made. If Grantee received an Advance Payment, it may not receive a Progress Payment.

c. Final Payment: Once the Project is complete, Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project (the "Final Report"). The Project is "complete" when all the tasks and final products contemplated in the Project Application have been completed. The Final Report must be submitted using GOCO's Final Report form (available at [www.goco.org](http://www.goco.org) or by contacting GOCO). GOCO may, in its

discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO's review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant (the "Final Payment"), subject to any reductions contemplated by any provision of this Agreement.

9. Conditions for Disbursement of Funds. Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

a. The Grant and all matching funds shall be used only for eligible expenses approved by GOCO.

b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.).

c. Except as otherwise agreed to in advance by GOCO in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which GOCO has not agreed may result in a reduction in the Grant. "Material modifications" may include, but are not necessarily limited to, a reduction in the total cost of the Project, a reduction in the scope of the anticipated planning process (for example, elimination of an element of a master plan), or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

10. Waiver. The Executive Director or the Executive Director's designee may in such person's discretion, waive or agree to modify one or more of the obligations in sections 8, 9, and 16 of the Agreement, or may permit performance of one or more of such obligations subsequent to disbursement.

11. Payment of Grant Subject to Sufficient Net Lottery Proceeds. Payment of the Grant is subject to GOCO's determination in its sole discretion that it has received and has available sufficient net lottery proceeds to fund the Grant. In determining the sufficiency of net lottery proceeds, GOCO may consider all facts and circumstances as it deems necessary or desirable in its discretion, including, but not limited to, adequate reserves, funding requirements and/or commitments for other past, current and future grants, and past, current and future GOCO operating expenses and budgetary needs.

12. Compliance with Regulatory Requirements and Federal and State Mandates. The Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, and other similar requirements. To the extent permitted by law, the Grantee will indemnify the Board from any liability or any failure to comply with any such applicable requirements.

13. Nondiscrimination. During the performance of this agreement, the Grantee and its contractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

14. Publicity and Project Information.

- a. Grantee shall acknowledge Board funding in all publicity issued by it concerning the Project.
- b. Grantee shall cooperate with the Board in preparing public information pieces.
- c. Grantee shall give the Board the right and opportunity to use information gained from the Project.
- d. If Grantee uses the Grant to create, maintain, or update its website or uses its website to disseminate information about the Project, Grantee shall acknowledge Board funding on its website.
- e. If Grantee uses the Grant to create, publish, or update any written material or uses such written material to disseminate information about the Project, Grantee shall acknowledge Board funding in the written material.
- f. If any events are planned in relationship to or as part of the Project, Grantee shall acknowledge the Board as a contributor to the event and shall notify the Board at least thirty (30) days prior to the event.

15. Liability.

- a. Grantee shall be responsible for, and to the extent permitted by law (including any constitutional or statutory limitations on the ability of a governmental entity to provide indemnification), indemnify, defend and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs (including reasonable legal fees) resulting from, growing out of, or in any way connected with or incident to Grantee's performance of this Agreement. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, the Board, its members, officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement. Grantee acknowledges that Grantee is the owner of the Project and the Property upon which it is located, or has control of the Project and the Property, and that GOCO neither possesses nor controls the Project, the Property, nor the operations of the Project.
- b. Anything else in this Agreement to the contrary notwithstanding, no term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of any of the immunities, rights, benefits or protection provided to the Board under the Colorado

Governmental Immunity Act (“CGIA”) as amended or as may be amended in the future (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). This provision may apply to Grantee if Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.* The Board and Grantee understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the Board, its members, officials, agents and employees may be controlled and/or limited by the provisions of the CGIA. The parties agree that no provision of this Agreement shall be construed in such a manner as to reduce the extent to which the CGIA limits the liability of the Board, its members, officers, agents and employees.

16. Audits and Accounting. Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by the Grantee for five (5) years following the date of disbursement of funds under this Agreement. The Board, or its designated agent, shall have the right, upon reasonable notice to the Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of Board funds. The Grantee may use any accounting system which follows the guidelines of “Generally Accepted Accounting Practices” published by the American Institute of Certified Public Accountants.

17. Withdrawal of Board Funding. Anything else in this Agreement or otherwise to the contrary notwithstanding, the Board may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Project Application and such material modifications have not received the prior written approval of GOCO;
- c. any statement or representation made by Grantee in the Project Application, this Agreement, the Advance Payment documentation, the Progress Report, the Final Report, or otherwise is untrue, inaccurate or incomplete in any material respect;
- d. the results of GOCO’s review of the Advance Payment documentation, the Progress Report, or the Final Report are not acceptable to GOCO;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in the Board’s judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee’s matching funding are reduced;
- g. sufficient net lottery proceeds are not available to fund the Grant.

18. Breach.

a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, the Board may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

i. Prior to payment of Grant:

A. Withdraw the Grant and terminate this Agreement; and,

B. Deny Grantee eligibility for participation in future Board grants, loans or projects.

ii. After payment (partial or full) of Grant:

A. Deny Grantee eligibility for participation in future Board grants, loans or projects;

B. Seek specific performance of Grantee's obligations under this Agreement;

C. Receive reimbursement in full of disbursement made under the Grant.

b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event GOCO must pursue any remedy hereunder and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

19. Good Faith. There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.

20. Assignment. Grantee may not assign its rights under this Agreement without the consent of the Board, which consent shall be in the discretion of the Board. Any assignment shall require, at a minimum, that the assignee is eligible to receive grants from the Board and assumes Grantee's ongoing obligations under this Agreement

21. Applicable Law. This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the State Courts of the City and County of Denver.

22. No Joint Venture. Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.

23. Severability. If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.
24. Time is of the Essence. Time is of the essence in this Agreement.
25. Survival. The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.
26. Fax and Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.
27. Third Party Beneficiary. The Board and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between the Board and Grantee, and that no third party beneficiaries are intended.
28. Construction. Each party hereto has reviewed and revised (or requested revisions of) this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.
29. Waiver. The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.
30. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_\_ day of \_\_\_\_\_ 2011.

STATE BOARD OF THE GREAT  
OUTDOORS COLORADO TRUST FUND

GRANTEE:  
City of Englewood

By: \_\_\_\_\_  
Lise Aangeenbrug  
Executive Director

By: \_\_\_\_\_  
Name: James K. Woodward  
Title: Mayor

**EXHIBIT A**  
**Ordinance Approving Grant Agreement**

**EXHIBIT B**  
**Approved Budget**

**City of Englewood  
Duncan Park Planning  
Budget**

<b>Source of Funds</b>	<b>Date Secured</b>	<b>GOCO</b>	<b>Applicant</b>	<b>Total</b>
<b>GOCO</b>	10-Dec	\$75,000		75,000
<b>City of Englewood</b>	10-Dec		\$63,059	60,038
<b>PHASE I Inventory and Analysis</b>				
Project Kick-off meeting and Site inventory visit		\$5,609		
Survey and base map prep		4,180		
Tree condition		490		
Building construction/demo strategy		1,300		
Document existing irrigation system		1,000		
Prepare site analysis map		1,931		
Review meeting - Stakeholders Committee		949		
<b>PHASE II Master Site Plan</b>				
Neighborhood meeting #1 - issues & opportunities		1,289		
Stakeholder interviews		1,156		
Prepare alternative site plans-include budget cost		7,922		
Review meeting - Stakeholders Committee		954		
Refine alternatives		0		
Neighborhood meeting @#2 - Alternatives		1,289		
Preferred plan draft		3,862		
Review meeting - Stakeholders Committee		954		
Refine Preferred plan		880		
Sketch up model and sketch		2,490		
Neighborhood meeting #3 - Preferred plan		1,091		
Prepare master plan and supporting document, costs		3,572		
Review meeting - Stakeholders Committee		954		
<b>PHASE III Construction Documentation</b>				
Phase III kick-off meeting w/ Stakeholders Committee		2,109		
Committee				
<b>Design Development - 35% CD's</b>		0		
Layout and grading		2,918		
Utilities		2,640		
Landscape		1,558		
<b>Source of Funds</b>	<b>Date Secured</b>	<b>GOCO</b>	<b>Applicant</b>	<b>Total</b>
Conceptual Details and Cut Sheets		4,192		
Irrigation master plan and equipment memo		1,200		
Electrical master plan		1,920		
Restroom		8,000		
Specification Outline		2,468		
Cost estimate		0		
Assemble set and QA		630		
Plot		940		

**City of Englewood  
Duncan Park Planning  
Budget**

Review Meeting		2,174		
<b>95% CD's</b>				
Layout and grading		1,558		
Utilities		821	69	
Landscape			830	
Details and cut sheet			4,540	
Irrigation plans and details			1,800	
Electrical/lighting plans and details			3,200	
Restroom			16,000	
Technical Specifications			8,578	
Bid form and cost estimate			4,138	
Project manual			1,948	
Assemble set and QA			1,780	
Plot			1,045	
Review meeting			2174	
<b>100% CD's</b>				
Final revisions			7,177	
Bid Sets			3,470	
Questions and addenda			2,453	
Advise on bids			836	
<b>TOTAL</b>				
		<b>\$75,000</b>	<b>\$60,038</b>	<b>\$135,038</b>

**CALCULATION OF MATCH REQUIREMENTS**

Item	Explanation	Requirement	Actual	Meets Requirement?
Mimumum Match	25% of Total Costs	\$33,760	\$60,038	Yes
Minimum Cash Match	10 % of Total Costs	\$13,504	\$60,038	Yes

**CALCULATION OF GOCO %**

GOCO % of Total Costs                      54.32%

**EXHIBIT C**  
**Overdue Grants Policy**

## OVERDUE GRANTS POLICY

Board Adopted 12/12/01

CLASSIFICATION	DEADLINE	PROCEDURE
Grant is current, and original due date is applicable	Reminder Letter: GOCO Staff ("Staff") may send letter 60 days before the "due date" as defined in Grant Agreement.	Staff may, but is not required to send a certified letter ("Reminder Letter") to the "Grantee" (as defined in the Grant Agreement) reminding the Grantee of the due date as defined in the Grant Agreement. Staff also may, but is not required to send copies of the Reminder Letter to the project manager, partners, and pertinent elected officials.  Failure to complete the project by the original due date (or by any extended due dates authorized by GOCO as provided below) may result in deauthorization of the grant by the GOCO Board ("Board") at its next scheduled meeting or at the next quarterly Board discussion of overdue grants, and may also result in suspension of eligibility for that applicant in any pending or future grant cycles.
Grant is current, and original due date is applicable, but Grantee would like an extension	<b>Staff Extension:</b> Must be requested by Grantee within 30 days after date of Reminder Letter, or in any event not later than 30 days prior to original due date	If the Grantee desires an extension of the original due date, then within 30 days after the date of the Reminder Letter, or in any event not later than 30 days prior to the original due date, Grantee shall send via certified mail a written request addressed to the Executive Director of GOCO (the "Executive Director") for an extension of time that shall not exceed 90 days ("Request for Staff Extension"). The Request for Staff Extension shall include specific reasons for the requested extension. Staff shall have the discretion to grant one extension, but for no more than 90 days, if they conclude the request is reasonable and warranted.  If the Request for Staff Extension is untimely, but is nonetheless received before the original due date, the Staff will have the discretion to determine whether the request for extension can be considered.  Staff shall notify the Grantee in writing as soon as practicable of the decision to grant or deny the request for extension.  In the event that Grantee desires an extension of more than 90 days, Grantee shall forego the Staff Extension and apply for a Board Extension as provided below.

CLASSIFICATION	DEADLINE	PROCEDURE
<p>Grant is current and either (i) original due date has been extended by Staff and Grantee desires a further extension from Board or (ii) Grantee elects to forego Staff Extension in favor of seeking Board extension</p>	<p><b>GOCO Board Extension:</b> Must be requested by Grantee (i) 30 days prior to expiration of Staff Extension; or (ii) if foregoing Staff extension, then within 30 days of expiration of original due date</p>	<p>If the Grantee desires an additional extension (or in the event Grantee elects to forego a Staff Extension in favor of seeking a Board Extension), then Grantee shall send via certified mail addressed to the Executive Director, no later than 30 days prior to the (i) expiration of the Staff Extension or (ii) original due date (in the event Grantee has elected to forego a Staff Extension), a written request of the Board for an extension of time ("Request for Board Extension"). The Request for Board Extension shall include specific reasons for the requested additional extension. The Request for Board Extension may be considered by the Board at its next scheduled meeting or at the next quarterly Board discussion of overdue grants. In the meantime, as long as a timely request for extension is pending, the grant will not be considered overdue. The Board shall have the sole discretion to grant or deny the requested extension.</p> <p>If the Request for Board Extension is untimely, Staff shall have the discretion as to whether to present the untimely request to the Board for consideration.</p> <p>If the Board grants an extension that exceeds six months, a status report must be provided by the Grantee to the Board at the halfway point in the extension. If the status report fails to demonstrate to the Board's satisfaction the likelihood Grantee can complete the project in accordance with the Grant Agreement and with such further conditions as shall have been determined by the Board in connection with the grant of an extension to Grantee, then the following Deauthorization procedures may be instituted. The Staff shall notify the Grantee in writing as soon as practicable of the Board's decision to grant or deny the request for extension.</p>
<p>Grant is overdue (e.g., the original due date or extended Due Date(s) have passed)</p>	<p><b>Possible Deauthorization:</b> Staff will send Deauthorization Warning within 60 days following the original due date or extended Due Date(s)</p>	<p>If Grantee has not fulfilled all GOCO requirements such that funding of the GOCO grant award is completed in accordance with the terms of the Grant Agreement by the original due date or any extended due date(s) as granted by GOCO pursuant to the terms hereof, a certified letter ("Deauthorization Warning") will be sent to Grantee by Staff as soon as practicable, but no later than 60 days after the applicable due date has passed. A copy of the Deauthorization Warning may, but is not required to be sent to the project manager, partners, and pertinent elected officials associated with the grant. The Deauthorization Warning will state that the grant shall be presented to the Board for deauthorization or other appropriate action at the next scheduled Board meeting or quarterly Board discussion of overdue grants, and that the Grantee must respond in writing to the Deauthorization Warning at least 14 days before such Board meeting. If the reply to the Deauthorization Warning includes a Request for Board Extension but is untimely because it is received by the Executive Director less than 14 days before such Board meeting, Staff will have the discretion to determine whether the request for extension can be considered. At such meeting, the Board shall have the sole discretion to deauthorize the grant, extend the Due Date or take any other action it deems appropriate, including but not limited to</p>

CLASSIFICATION	DEADLINE	PROCEDURE
		<p>modifying the terms and conditions of the grant award.</p> <p>Staff shall notify the Grantee in writing as soon as practicable of the Board's decision. If an extension is not granted, a written Notice of Deauthorization will be sent to the Grantee. If the Board extends a grant for six months or more, then the Grantee must provide the Board with a written status report at the halfway point in the extension. If the status report fails to demonstrate to the Board's satisfaction the likelihood Grantee can complete the project in accordance with the Grant Agreement and with such further conditions as shall have been determined by the Board in connection with the grant of an extension to Grantee, then the foregoing Deauthorization procedures will be reinstated.</p> <p>Any unexcused failure to respond to a Deauthorization Warning will result in an automatic deauthorization of the grant and will result in suspension of eligibility for that applicant in any pending or future grant cycles.</p> <p><b>Anything else to the contrary notwithstanding, no exercise by the Staff or Board of any right or discretion reserved by either of them hereunder shall be deemed an election, and no waiver by the Staff or Board of any action or requirement of Grantee shall constitute a waiver of any other requirements or actions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff or Board shall be effective unless in writing executed by them. Additionally, any failure by the Staff or Board to take any actions as set forth above shall have no legal effect on the contractual duties of the grantee under the Grant Agreement.</b></p>

## BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
 SERIES OF 2011

COUNCIL BILL NO. 21  
 INTRODUCED BY COUNCIL  
 MEMBER WILSON

AN ORDINANCE AUTHORIZING A SERIES OF INTERGOVERNMENTAL AGREEMENTS WITH THE COLORADO DEPARTMENT OF TRANSPORTATION FOR TRAFFIC EDUCATION AND ENFORCEMENT PROJECTS.

WHEREAS, the Colorado Department of Transportation has solicited police departments throughout the State to participate in a grant to fund traffic education and enforcement projects for 2011; and

WHEREAS, the City wishes to apply for and use such funds to reimburse overtime costs for the Englewood Police Department for the following programs:

1. 2011 High Visibility Impaired Driving Enforcement Campaign: funding is \$4400.00
2. Motorcycle Awareness Training: funding is \$747.19
3. Click it or Ticket: funding is \$3000.00

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the Colorado Department of Transportation grants awarded to the City of Englewood.

Introduced, read in full, and passed on first reading on the 18th day of April, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 22nd day of April, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of April, 2011 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of May, 2011.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2011, on the 6th day of May, 2011.

Published by title on the City's official website beginning on the 4th day of May, 2011 for thirty (30) days.

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James K. Woodward, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2011.

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Loucrishia A. Ellis



# 2011 HIGH VISIBILITY IMPAIRED DRIVING ENFORCEMENT CAMPAIGNS



## APPLICATION FOR FUNDS

CDOT's Office of Transportation Safety (OTS) will provide funding for overtime enforcement of Colorado's impaired driving laws for the Super Bowl\*, St. Patrick's Day, High School Prom, and Memorial Day holiday periods. The selection and funding of participating agencies will be based on:

- The mission, goals, strategy and objectives of CDOTS,
- problem identification data relating to impaired driving related caused injury and fatal crashes,
- and statistical analysis of local, state, and federal impaired driving related statistics.

### TO APPLY FOR THE CAMPAIGNS

Your agency agrees to:

1. provide overtime to officers for enforcement of Colorado's impaired driving laws at checkpoints, saturations patrols, increased patrols, or as dedicated enforcement cars;
2. utilize only officers who are currently SFST certified to conduct roadside maneuvers;
3. Report your enforcement plans and activity to the CDOT website before the specified deadlines;
4. Contact CDOT's Public Relations Office prior to issuing a local press release to coordinate media efforts;
5. Submit claims on CDOT forms with backup documentation within 45 days after the end of each enforcement period. (Memorial Day claims must be received by OTS no later than June 27th);
6. Submit a final report on agency letterhead summarizing activity, arrests and crashes compared to last year, overall results of the enforcement, and any significant events that occurred, with each claim.

\*Super Bowl funding will be limited to agencies in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo, and Weld counties:

To apply for consideration of funding, please return this form via email by: **January 7, 2011**

To: Ms. Leslie Chase at [leslie.chase@dot.state.co.us](mailto:leslie.chase@dot.state.co.us) Phone (303) 512-5003

(Complete project coordinator and secondary contact information are required)

Agency: Englewood Police  
 Project Coordinator: Toni Arnoldy Phone Number: 303-762-2490  
 Email Address: \_\_\_\_\_  
 Secondary Contact: Mike O'Connor Phone Number: 303-762-2431  
 Email Address: \_\_\_\_\_

### ENFORCEMENT PERIODS

HOLIDAYS	HOURS	HOURLY RATE	TOTAL
Super Bowl*	_____	\$0.00	\$0.00
St. Patrick's Day	_____	\$0.00	\$0.00
High School Prom	<u>25</u>	<u>\$0.00 52.00</u>	<u>\$0.00 1300.00</u>
Dates of Proms: <u>April 30, 2011</u>			
Memorial Day	<u>50</u>	<u>\$0.00 52.00</u>	<u>\$0.00 2600.00</u>
<i>9 officers x 5 hours 1 custody assistant</i>			
<b>TOTAL FUNDING REQUEST</b>			<b>\$0.00 3900.00</b>

ADDRESS AND CONTACT WHERE YOUR PURCHASE ORDER (IF APPLICABLE) AND REIMBURSEMENT CHECK ARE TO BE SENT:

PO BOX/ADDRESS: 3615 S Flats

CITY: Englewood CO

ZIP CODE: 80110

ATTENTION: Karen Kennedy

Toni Arnoldy



**DRUNK DRIVING**  
**OVER THE LIMIT. UNDER ARREST.**



# Impaired Driving

## 2011 Mini Grant Opportunities

Campaign	Activities	Enforcement	Application Due
St. Patrick's Day	March 11-20, 2011	March 12-18, 2011	March 7, 2011
4th of July	June 24-July 9, 2011	July 2-9-2011	June 20, 2011
National Crackdown	August 13-September 9, 2011	August 19-September 6, 2011	August 9, 2011

### Requirements

*will apply for*

- Complete a separate narrative and budget page for each campaign you are applying for.
- **No late applications will be accepted.** Please email applications to Leslie.Chase@dot.state.co.us
- All reimbursements must be received within 45 days after the last day of the activity period. A narrative report must accompany all claims for costs. The report must be submitted with reimbursement after each event you participate in.

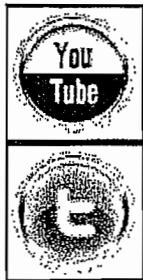
### Maximum Allocations

- St. Patrick's Day \$ 500.00
- 4th of July \$ 750.00
- National Crackdown \$1,500.00

### How Do I...

- get a Colorado state highway map?
- apply for a job with CDOT?
- find out more about CDOT's organization?
- find out more about Colorado State Government?

### Check Us Out On...



### Programs



# Impaired Driving

## 2011 Mini Grant Opportunities

Campaign	Activities	Enforcement	Application Due
St. Patrick's Day	March 11-20, 2011	March 12-18, 2011	March 7, 2011
4th of July	June 24-July 9, 2011	July 2-9-2011	June 20, 2011
National Crackdown	August 13-September 9, 2011	August 19-September 6, 2011	August 9, 2011

### Requirements

- Complete a separate narrative and budget page for each campaign you are applying for.
- ***No late applications will be accepted.*** Please email applications to Leslie.Chase@dot.state.co.us
- All reimbursements must be received within 45 days after the last day of the activity period. A narrative report must accompany all claims for costs. The report must be submitted with reimbursement after each event you participate in.

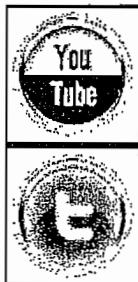
### Maximum Allocations

- St. Patrick's Day \$ 500.00
- 4th of July \$ 750.00
- National Crackdown \$ 1,500.00

### How Do I...

- get a Colorado state highway map?
- apply for a job with CDOT?
- find out more about CDOT's organization?
- find out more about Colorado State Government?

### Check Us Out On...



### Programs



# Motorcycle Awareness

## 2011 Mini Grant Opportunities

Campaign	Activities	Enforcement	Application Due
Motorcycle Safety Month	Entire Month of May 2011		April 26, 2011

Motorcycle Awareness will be conducted throughout the month of May 2011.

### Requirements

- Complete a separate narrative and budget page for each campaign you are applying for.
- **No late applications will be accepted.** Please email applications to Leslie.Chase@dot.state.co.us
- All reimbursements must be received within 45 days after the last day of the activity period. A narrative report must accompany all claims for costs. The report must be submitted with reimbursement after each event you participate in.

### Maximum Allocations

- Motorcycle Awareness \$ 750.00

### How Do I...

- get a Colorado state highway map?
- apply for a job with CDOT?
- find out more about CDOT's organization?
- find out more about Colorado State Government?

### Check Us Out On...



### Programs

Colorado Teen Driver  
Toma Control Vive



# 2011 CLICK IT OR TICKET CAMPAIGNS



## RURAL, NIGHTTIME, AND MAY MOBILIZATION ENFORCEMENT WAVES

### APPLICATION FOR FUNDS

#### Campaign Goals:

Increase compliance with Colorado's occupant protection and graduated drivers licensing (GDL) laws and increase public awareness of the likelihood of receiving a ticket and suffering serious or fatal injuries for failing to properly use occupant protection systems.

#### TO APPLY FOR THE CAMPAIGNS

#### Your agency agrees to:

1. provide overtime enforcement of Colorado's child passenger safety, GDL, and adult occupant protection laws through speeding and other aggressive/hazardous driving contacts during authorized time periods;
  2. strictly enforce all child, teen, and adult driving violations with a zero tolerance (no warnings) stance;
  3. conduct pre and post seat belt surveys and enter results on the CDOT website by specified deadlines;
  4. report all requested enforcement activity (both overtime funded and regular duty) to the CDOT website by specified deadlines;
  5. provide CDOT with a copy of your agency's current seat belt policy (if not on file with OTS);
  6. Submit CDOT claim form 1069 (with backup documentation) to OTS by the established deadline;
  7. Return local benefit documentation on your agency letterhead (mandatory requirement for funding).
- \*Nighttime funding will be limited to agencies in Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo, and Weld counties.
- #Rural funding is offered to counties not-listed above in the nighttime campaign. There is no guarantee that all requests can be met. Funding will be based on available funds, the amount of the requests, unbelted fatality rates, and compliance rates in applying counties.

#### Allowable Charges:

1. pay for enforcement activities at your agency's overtime or set enforcement rate;
2. pay for conducting pre (within 1 week prior to start of enforcement) and post (withing 1 week after the end of enforcement) seat belt surveys.

To apply for consideration of funding, please return this form via email by: February 25, 2011

To: Ms. Leslie Chase at [leslie.chase@dot.state.co.us](mailto:leslie.chase@dot.state.co.us) Phone (303) 512-5003

(Complete project coordinator and secondary contact information are required)

Agency: Englewood Police Dept.  
 Project Coordinator: Toni Arnoldy-Taylor Phone Number: 303-762-2490  
 Email Address:

Secondary Contact: Mike O'Connor Phone Number: 303-762-2432  
 Email Address:

#### ENFORCEMENT WAVES

	HOURS	HOURLY RATE	TOTAL
*RURAL - 03/31 - 04/06		\$0.00	\$0.00
MAY MOBILIZATION - 05/23 - 06/05	<u>55</u>	<u>\$0.00 52.00</u>	<u>\$0.00 2860.00</u>
#NIGHTTIME - 07/21 - 07/27	<u>25</u>	<u>\$0.00 52.00</u>	<u>\$0.00 1300.00</u>
TOTAL FUNDING REQUEST			<u>\$0.00 4160.00</u>

ADDRESS AND CONTACT WHERE YOUR PURCHASE ORDER (IF APPLICABLE) AND REIMBURSEMENT CHECK ARE TO BE SENT:



PO BOX/ADDRESS: 31215 S Flatiron  
 CITY: Englewood, CO  
 ZIP CODE: 80110  
 ATTENTION: Karen Kennedy  
 EMAIL ADDRESS:  
 PHONE NUMBER: 303-762-2410

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2011

COUNCIL BILL NO. 22  
INTRODUCED BY COUNCIL  
MEMBER WILSON

AN ORDINANCE AMENDING TITLE 7, CHAPTER 7, SECTION 7, OF THE ENGLEWOOD MUNICIPAL CODE 2000, PERTAINING TO EMERGENCY MEDICAL TRANSPORT FEES.

WHEREAS, in 1994, The City of Englewood amended the Englewood Municipal Code regarding ambulance transport fees to provide for a twenty percent (20%) subsidy for Englewood residents and established an EMS Billing Committee to review appeals and protests; and

WHEREAS, the City was notified by the Colorado Division of Insurance Department of regulatory agencies that this subsidy may be a violation of the state statutes; and

WHEREAS, because of the ambiguity associated with this subsidy and significant changes in the insurance industry, this subsidy should be eliminated while keeping the option for patients who are facing a financial hardship to ask for some relief;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 7, Chapter 7, Section 7, "Emergency Medical Transport Fees", of the Englewood Municipal Code 2000, to read as follows:

**7-7-7: Emergency Medical Transport Fees.**

- A. A fee shall be charged for any person transported by the Englewood Fire Division. The fee established shall be the usual and customary charge for such service in this community. ~~The City shall contribute a twenty percent (20%) subsidy to Englewood residents.~~
- B. "Transport" shall mean the actual physical transport from one place in or near the City to another place by the use of transport equipment of the City of Englewood.
- C. The City Manager shall cause to have promulgated in writing reasonable billing and collection procedures.
- D. An ambulance billing review panel, consisting of members of the community and City staff, shall be established by the City Manager to hear appeals and protests, and to make adjustments to transport fee billings when deemed reasonable and appropriate. Unless otherwise determined, failure to pay the fee established shall constitute a violation of this Section.
- E. The effective date for implementation of this Section will be January 1, 1995.

Section 2. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 4. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 5. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 6. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance.

Introduced, read in full, and passed on first reading on the 18th day of April, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 22nd day of April, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of April, 2011 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of May, 2011.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2011, on the 6th day of May, 2011.

Published by title on the City's official website beginning on the 4th day of May, 2011 for thirty (30) days.

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James K. Woodward, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2011.

---

Loucrishia A. Ellis

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2011

COUNCIL BILL NO. 23  
INTRODUCED BY COUNCIL  
MEMBER WILSON

AN ORDINANCE AUTHORIZING THE APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT REGARDING 2009 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS PROJECT NAME: ORPHAN PROPERTY ACQUISITION/ IMPROVEMENTS.

WHEREAS, in 2003 the voters of Arapahoe County approved a county-wide sales and use tax to be used for specified Open Space purposes as set forth in County Resolution No. 03081; and

WHEREAS, Resolution No. 03081 authorized Arapahoe County to award grants of funds from the Open Space Sales and Use Tax ("Grant Funds") to be distributed to municipalities and special districts; and

WHEREAS, the City of Englewood Parks and Recreation Department applied for funding under Open Space Grant Fund program for the Orphan Property Acquisition/Improvements Project; and

WHEREAS, in 2009 Arapahoe County approved Englewood's application and was awarded an amount not to exceed \$74,200 for the Orphan Property Acquisition/Improvements Project ("Grant Project"); and

WHEREAS, passage of this Ordinance approves the Intergovernmental Grant Agreement between Arapahoe County and the City of Englewood for the "Orphan Property Acquisition/Improvements";

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The Intergovernmental Agreement between the City of Englewood, Colorado, and Arapahoe County, Colorado pertaining to the 2009 Grant of Arapahoe County Open Space Program Funds Project Name: Orphan Property Acquisition/ Improvements, attached as Attachment 1, is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Intergovernmental Grant Agreement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 18th day of April, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 22nd day of April, 2011.

Read by title and passed on final reading on the 2nd day of May, 2011.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2011, on the 6th day of May, 2011.

Published by title on the City's official website beginning on the 4th day of May, 2011 for thirty (30) days.

---

James K. Woodward, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2011.

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Loucrishia A. Ellis

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**INTERGOVERNMENTAL AGREEMENT REGARDING  
2009 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS  
PROJECT NAME: ORPHAN PROPERTY ACQUISITION / IMPROVEMENTS**

---

This Intergovernmental Agreement ("Agreement"), is made and entered into by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO**, (the "County") and the **CITY OF ENGLEWOOD**, a municipality and political subdivision of the State of Colorado (the "Grantee").

WHEREAS, on November 4, 2003, the voters of Arapahoe County approved a county-wide sales and use tax to be used for specified Open Space purposes as set forth in County Resolution No. 030381; and

WHEREAS, Resolution No. 030381 authorizes the County to award grants of funds from the Open Space Sales and Use Tax ("Grant Funds") to be distributed to municipalities and special districts, as more fully set forth therein;

WHEREAS, on May 19, 2009 the County approved the Grantee's Project Application, which is attached hereto and incorporated by reference herein as Exhibit A, ("Project Application"), subject to the execution of an intergovernmental agreement and subject to the terms and conditions contained herein;

WHEREAS, the County desires to enter into intergovernmental agreements, as a condition of grant approval, with such municipalities and special districts that have been approved for grants from the County; and

WHEREAS, these intergovernmental agreements are authorized by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203.

NOW, THEREFORE, the County and the Grantee agree as follows:

1. Amount of Grant. The County agrees to provide Grantee with Grant Funds in the amount not to exceed \$ 74,200 from the Arapahoe County Open Space, Parks and Trails Grant Program for the **Orphan Property Acquisition / Improvements** ("Grant Project"). Of this amount, \$22,000.00 is to be used for the acquisition of the Orphan Property, and the remainder in the amount of \$52,200 is to be used for the improvements portion of the Grant Project.
2. Use of Grant Funds. The Grantee agrees that it shall only use the Grant Funds for the Grant Project, as set forth in Exhibit A.
3. Time For Use of Grant Funds. The Grantee agrees that such Grant Funds will be expended by no later than one year from the date of transfer of Grant Funds from the Grantor to the Grantee, unless a longer period of time is otherwise agreed to by the County in writing.

4. Interest on Grant Funds. The Grantee further agrees that, after receipt of its Grant, the Grantee will use any interest earned on the Grant only for the Grant Project as set forth in its approved grant application.
5. Administration of Grant Project. The Grantee shall be responsible for the direct supervision and administration of the Grant Project. The County shall not be liable or responsible for any cost overruns on the Grant Project. Nor shall the County shall have any duty or obligation to provide any additional funding for the Grant Project if the Grant Project cannot be completed with the amount of Grant Funds awarded by the County to the Grantee.
6. Grant Project Site Visits. Upon 24 hours written notice to the Grantee, the Grantee agrees to allow the County to make site visits before, during, at the completion of and/or after the Grant Project.
7. Acknowledgement of County by Grantee. The Grantee agrees to acknowledge the County as a contributor to the Grant Project in all publications, news releases and other publicity issued by the Grantee related to the project and agrees to allow the County to do the same. If any events are planned in regard to the Grant Project, the County shall be acknowledged as a contributor in the invitation to such events. Grantee shall cooperate with the County in preparing public information pieces, providing photos of the Grant Project from time to time, and providing access to the Grant Project for publicity purposes.
8. Required Sign at Project Site. Grantee agrees to erect and permanently maintain at least one sign in a publicly visible area in recognition of the grant from the Arapahoe County Open Space Program. The location, form, design, and wording of such sign shall be approved by the County. Such sign shall be erected prior to the completion of the Grant Project or its public opening, whichever is the earlier.
9. Report Requirements. On or before **January 31, 2012** the Grantee agrees to provide the County with a Grant Project status report that describes the amount of progress in completing the Grant Project, Grant Project milestones, and the use of the Grant Funds to date. The status report shall include a spreadsheet comparing the original budget to actual expenses, plus two (2) or more high resolution digital photographs showing progress and seasonal context at the Grant Project site. Upon completion of the Grant Project, the Grantee also agrees to submit to the County a final report, including a cover letter and a final spreadsheet comparing the original budget to actual expenses that certifies what the Grant Funds have been used for and that the Grant Funds have been used in accordance with County Resolution No. 030381. The final report shall also include a detailed project summary along with high resolution photographs of the various stages of the Grant Project development and its completion. The Grantee further agrees to provide the County with an electronic copy of the final report, including separate high resolution digital photographs. The final report shall be submitted within three (3) months of project completion unless a longer period of time has been agreed to by the County in writing. The County shall be allowed to use

information and photographs from reports in publications, public information updates, and on the County's web site.

10. Failure to Submit Required Reports. Upon written notice from the County's Open Space Manager, informing the Grantee that it has failed to submit any required status report and/or final report, the Grantee shall submit such reports to the County through the County's Open Space Manager within thirty (30) days, and, if it fails to do so, the Grantee shall be deemed to be in violation this Agreement. The Grantee shall be ineligible for any future Grant Funds, until and unless such reports have been submitted to the County's Open Space Manager.
11. Record Keeping Requirements. The Grantee shall maintain a complete set of books and records documenting its use of the Grant Funds and its supervision and administration of the Grant Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Grantee which are pertinent to the Grant Project for the purpose of making an audit, examination, or excerpts. The Grantee shall keep all books, documents, papers, and records, which are pertinent to the Grant Project, for a minimum of three years. Grantee agrees to report to the County any unexpended Grant Funds and consult with the County concerning proper accounting for unexpended Grant Funds prior to completion of the Grant Project final report.
12. Reimbursement of Grant Funds. The Grantee understands and agrees that if the Grant Funds are not used in accordance with its approved Grant Application and/or this Agreement, or if the Grantee fails to execute and record the conservation easement as required by paragraph 17 herein, the County may require the Grantee to reimburse the County in the amount of the Grant Funds.
13. Remedies. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
14. No Waiver of Rights. A waiver by either party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
15. Changes to Grant Project. The Grantee agrees and understands that its Grant Project, once it has been approved by the County, may not be changed without the County's prior approval. Changes must be requested in writing and may not begin until an amendment to this Agreement has been approved by the County.
16. Transfer of Interest in Grant Project. The Grantee understands and agrees that no land or interests acquired with the Grant Funds as part of the Grant Project may be sold, leased, traded, or otherwise conveyed, nor may an exclusive license or permit on said land or interests be given, without prior approval of the Grantee's governing body after conducting a public hearing. The Grantee further agrees if such sale, lease, trade or conveyance is made or an exclusive license or interest has been given, the proceeds shall be deposited in an open space fund to be used for purposes consistent with Resolution No. 030381.

17. Use Restriction. Upon the acquisition of the Orphan Property, the Grantee shall promptly execute and record a conservation easement in the form attached hereto as Exhibit B. The recording of the conservation easement shall be prior to the recording of any other liens or encumbrances on the property.
18. Maintenance: Grantee agrees to assume responsibility for continuous long-term maintenance and public safety of open space lands, trails, recreation facilities, amenities, signage or other projects funded by this County Open Space Grant.
19. Relationship of the Parties. The Grantee shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.
20. No Third Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Grantee.
21. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.
22. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the Grantee.
23. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
24. Notices. Notices, as referred to in this Agreement, shall be sent to:

COUNTY: Board of County Commissioners of Arapahoe County  
5334 South Prince Street  
Littleton, Colorado 80166-0001

and

Arapahoe County Attorney  
5334 South Prince Street  
Littleton, Colorado 80166-0001

and

Arapahoe County Open Space Manager  
10730 East Briarwood Avenue, Suite 100  
Centennial, Colorado 80112-3853

and

**CITY:** Dave Lee  
Manager of Open Space  
Dept of Parks and Recreation  
City of Englewood  
1155 W Oxford, Englewood, CO 80110

25. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
26. Extent of Agreement. This Agreement constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
27. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.
28. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.
29. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
30. Disbursement of Grant Funds. The County shall, upon at least thirty (30) days notice from Grantee, transfer \$22,000 of the Grant Funds to the closing for the acquisition of the Orphan Property. Following the acquisition of the Orphan Property by Grantee, the remainder of the Grant Funds shall, when requested by Grantee, be transferred by ACH Authorization to Grantee.
31. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

IN WITNESS WHEREOF, the County and the Grantee have executed this Agreement as of the date set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

GRANTEE:

By: _____	By: _____
Name : Loucrishia A. Ellis	Name : James K. Woodward
Title : City Clerk	Title : Mayor

ATTEST:

COUNTY OF ARAPAHOE  
STATE OF COLORADO

By: _____	By: _____
Nancy A. Doty, Clerk to the Board	Shannon Carter, Special Assistant to the BOCC Pursuant to Resolution # 100140



2009  
**ARAPAHOE COUNTY, COLORADO**  
**Open Space, Parks, and Trails**  
**Grant Application**

Applicant Name: City of Englewood

Project Name: Orphan Property Acquisition/Improvements

Contact Information: Gary Hultberg, Recreation Manager  
Department of Parks and Recreation  
1155 W. Oxford Avenue, Englewood, CO 80110  
303-762-2682 phone

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**Executive Summary**

The City of Englewood has partnered with many organizations and public agencies in an effort to preserve lands, enhance wildlife habitat and improve recreational opportunities along the South Platte River corridor. The City is requesting Arapahoe County grant support for the acquisition and improvements to a .719 acre parcel of land known as the Fire Training Academy Orphan Property. The parcel is located along the Big Dry Creek Trail at the confluence of the Big Dry Creek and the South Platte River. The grant application will further discuss the importance of preserving this property as open space and its potential as an important, strategically located trailhead for the Big Dry Creek Trail and Mary Carter Greenway.

The Orphan Property has long been identified as an important acquisition by the City of Englewood and more recently by the South Platte Working Group.

Proposed improvements to the property include modest trailhead amenities; including parking lot, pavilion with picnic tables, trailhead signage and trail connections to the Big Dry Creek Trail.

**Arapahoe County Open Space, Parks and Trails Grant Application**

**Part A – CONTACT INFORMATION**

Project Type:

- Trails
- Open Space
- Parks
- Management/Maintenance
- Education
- Planning
- Other (please describe)

Name of Project: Orphan Property Acquisition/Improvements Date: 01/30/09

**APPLICANT INFORMATION:**

City of Englewood  
Name of Applicant (Municipality or District)

Gary Hultberg  
Primary Contact Person

1155 W. Oxford Avenue  
Official Address: Street or PO Box

Recreation Manager  
Title of Contact Person

Englewood 80110  
City Zip Code

303-762-2682  
Agency Phone

Cell Phone: 303-944-9121 Email: \_\_\_\_\_

Name of Partners: n/a

Applicant Federal Employer ID Number (FEIN): 84-6000-583

**Authorized Agent Name & Signature:**

I, **Jerrell Black**, Director of Parks and Recreation, hereby affirm that I am the authorized agent for the **City of Englewood**, which is applying for the grant as described herein, and that I am legally authorized on behalf of said entity to apply as its agent for this Arapahoe County Open Space, Parks, and Trails Grant.

\_\_\_\_\_  
Signature of Authorized Agent

**GRAND TOTALS FROM BUDGET PAGE:**

- |                       |           |       |
|-----------------------|-----------|-------|
| 1. Grant Request      | \$ 74,200 |       |
| 2. Cash Match Funds   | \$ 24,800 | (25%) |
| 3. In-kind Match      |           |       |
| 4. Total Project Cost | \$ 99,000 |       |

**ABSTRACT:**

**Name of City / Rec or Metro District:** City of Englewood

**Name of Project:** Orphan Property Acquisition/Improvements

**Brief Description of project:**

The City of Englewood seeks to acquire ownership of .719 acres of land known as the Fire Academy Orphan Property. The property is located just east of the South Platte River on the Big Dry Creek Trail. The City would like to add trailhead improvements including a small parking lot, pavilion, landscaping, and trail connections to Big Dry Creek Trail. The location of the Orphan Property near the confluence of Big Dry Creek and the South Platte River makes it an ideal candidate for acquisition, preservation, and improvements. Acquisition of this property has been a priority of the City of Englewood and the South Platte Working Group and has the support of several organizations and government agencies.

**PROJECT LOCATION INFORMATION**

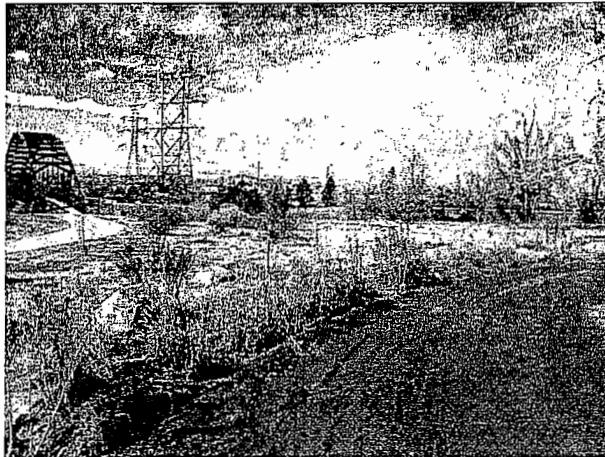
Project Site Street Address 4700 block of Wyandot Street

Cross Street (Nearest) Union GPS Coordinates (if available): \_\_\_\_\_

Section/Township/Range: 9/5/68

County Commissioner District # District 1

## PHOTOGRAPHS



Orphan Property looking west



Orphan Property looking north



Orphan Property looking south

**LAND OWNERSHIP AT PROJECT SITE**

Name of Land Owner at Project Site: City of Littleton, City of Englewood, Castlewood Fire Protection District, Bancroft Fire Protection District, Littleton Fire Protection District

Evidence of ownership, or agreements / easements for trail corridor / conservation easements:

- Enclosed       Will forward if requested       Not yet available (Explain)

Applicant agency can verify its legal authority to implement the proposed project on this land.

**Part C – Open Space Acquisition Projects**

**TYPE OF OPEN SPACE ACQUISITION**

- Fee Simple Acquisition       Conservation Easement Acquisition  
 Water Rights/Quantity \_\_\_\_\_       Other

Gross Acreage .719      Location 4700 Block of Wyandot Street  
Proximity to existing Open Space, Park(s) or Trailhead (miles)

Bellevue Park Trailhead .5 miles

Centennial Park Trailhead .1 miles

**PROJECT INFORMATION – PRESERVATION/CONSERVATION VALUES  
(CHECK ALL THAT APPLY)**

- Urban Open Space       Rural Open Space  
 Natural Areas       Agricultural or Ranch Lands  
 Water Quality       Lakes, Rivers or Streams Corridors  
 Views and Vistas       Ridgelines  
 Wildlife Habitat and Movement Corridors       Trail Corridors  
 Community Buffers       Floodplains and Wetlands  
 Passive Outdoor Recreation       Historic Site  
 Natural and Cultural Heritage       Access to Public Lands  
 Regional/Community Connection       Part of a larger Open Space or Park project

## Part E – MANAGEMENT AND MAINTENANCE PROJECTS

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### PROJECT INFORMATION

- ✓ Improve, Restore and/or Protect Open Space Lands
- ✓ Manage, Patrol and Maintain Lands
- ✓ Pay for Construction, Equipment, and/or Improvements
- Fund Environmental Education
- Other \_\_\_\_\_

## Part F - DETAILED PROJECT NARRATIVE AND SELECTION CRITERIA

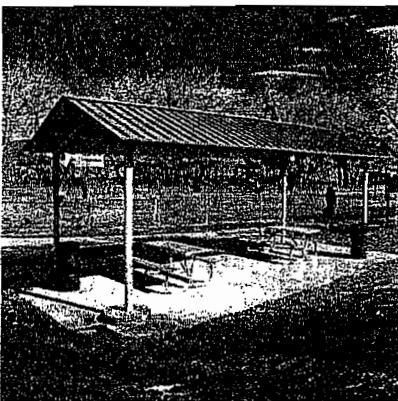
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### 1. Project Description 20 points

The City of Englewood has partnered with many organizations and government agencies in an effort to preserve lands, enhance wildlife habitat and improve recreational opportunities along the South Platte River corridor. The Fire Academy Orphan property, at .719 acres, is completely within the Englewood City limits and is part of a larger property of 3.3 acres owned by a consortium of fire departments and districts, including; the City of Littleton, the City of Englewood, the Castlewood Fire Protection District, the Bancroft Fire Protection District, and the Littleton Fire Protection District.

The southern parcel is used as a fire training academy for the consortium. The northern "Orphan" Property is separated from the training academy by Big Dry Creek and the Big Dry Creek Trail. The consortium of fire agencies has expressed their desire to sell the northern Orphan Property.

Although the subject parcel is not a large property, its location within the South Platte corridor and close proximity to the Big Dry Creek Trail and Mary Carter Greenway makes it an ideal candidate for preservation, restoration of urban open space and floodplain protection. The Orphan property will serve as a natural barrier between developed areas and Big Dry Creek and the South Platte River.



Proposed shelter

In addition to acquisition, the City is proposing to add some modest improvements to the site to enhance recreational opportunities, while limiting impact on wildlife habitat and riparian areas. Proposed improvements include a small parking lot, pavilion with picnic tables, bike racks; trail connections from the parking lot and pavilion to the Big Dry Creek Trail, landscaping, and trailhead signage. The Orphan property's new trailhead amenities will conform to those constructed in Cushing Park as part of a previous Arapahoe County/City of Englewood grant project.

The Big Dry Creek Trail runs through the northern part of the Orphan Property before crossing the South Platte pedestrian bridge and connecting to the Mary Carter Greenway. South Suburban Parks and Recreation District holds an easement with the property owners (fire consortium) for trail maintenance. The City and South Suburban have had discussions regarding the Orphan property acquisition and improvements and have agreed to work together for planned amenities and long term maintenance.



Sample trailhead signage

## 2. County and Community Benefits 25 points

Preserving open space and native areas, enhancing trail access and adding trail user amenities are objectives of the Orphan Property acquisition/improvements project. Periodically, the City of Englewood conducts a comprehensive citizen survey. Open space preservation and trail additions/enhancements are consistently ranked as a high priority. This project will: protect the floodplain, provide a buffer between urban development and Big Dry Creek and the South Platte River, and provide new trailhead access with amenities. Ultimately, this project will benefit all who use Big Dry Creek Trail, the Mary Carter Greenway, and connecting trails. The new trailhead will augment Englewood and Arapahoe County's previous projects that provided trailhead improvements at Belleview, Centennial, and Cushing Parks. Belleview and Centennial Parks are Englewood's largest community parks. With the completion of the Big Dry Creek pedestrian bridge over the South Platte River, the two parks are connected by Big Dry Creek Trail and Mary Carter Greenway. The Orphan property, with its proposed trail amenities, is conveniently located approximately midway between the two parks. Trail use at this site has increased greatly as a result of the pedestrian bridge connection between these popular parks.

## 3. Planning and Design 25 points

Preservation of land within the South Platte River corridor has long been a high priority for Englewood and all communities benefiting from this valued but underutilized resource. In 2002 the City of Englewood, City of Sheridan, and Arapahoe County recognized the need to:

- 1) Increase the recreational value of the corridor.
- 2) Preserve natural areas and protect water quality.
- 3) Encourage land uses that are compatible with recreational goals.

To that end, the City and its partners, supported by grants from the Great Outdoors Colorado Trust Fund and Arapahoe County Community Development Block Grant Funds, developed the South Platte River Open Space Plan. The plan included protection by acquisition of several corridor properties, including the subject Fire Training Orphan parcel. Englewood's Comprehensive Plan (2003) and Park and Recreation Master Plan (2006) also support preservation of natural areas along the South Platte River corridor.

The South Platte Working Group (SPWG) was formed in 2006 to allow communities with limited resources to join together and create a new, shared vision for the South Platte Greenway. The

SPWG was established as a consensus-based, multi-agency forum to prioritize land acquisition and conservation, trail development; and target recreational enhancements along the South Platte Greenway in western Arapahoe County. To that end the SPWG, through Arapahoe County, was successful in obtaining a grant of \$5.25 million from Great Outdoors Colorado (GOCO). The GOCO grant will be combined with more than \$20 million in matching funds from SPWG members, including the City of Englewood. One of the parcels listed for acquisition/preservation is the north parcel of the fire training training academy, the Orphan Property.

Proposed improvements to the property include a small parking lot (eight to ten vehicles), pavilion with picnic table, landscaping, bike rack, trailhead signage, and trail connections to Big Dry Creek Trail. Assuming that our grant application is successful, the City is prepared to move ahead with acquisition negotiations and complete improvements to the property. We anticipate completing the project in June 2010.

Project Timeline:

ACOS Grant Award	June 2009
Inter-Governmental Agreements Finalized	August 2009
Acquisition Complete	November 2009
Bid Project Improvements	January 2010
Award Bid	February 2010
Construction	April/May 2010
Project Completed	June 2010

**4. Partnerships 25 points**

A number of different agencies have come together in support of this project. Meetings have been held with the Fire Training Academy Board, Arapahoe County Open Space Grants Administrator, South Suburban Parks and Recreation District, and the South Platte Working Group. The Fire Academy Board of Directors, representing the property owner consortium, has indicated their desire to sell the property and has submitted a letter of support. Englewood will continue to work with South Suburban Parks and Recreation District to coordinate trailhead improvements and long term maintenance.

Enclosed are support letters from: Englewood Parks and Recreation Commission, South Suburban Park Foundation, South Suburban Parks and Recreation District, the South Platte Working Group, and the Metro Fire Training Center, Board of Directors

The parks department intends to enlist the volunteer assistance of the Englewood Youth Council and Englewood High School community service workers for grounds maintenance. These groups regularly choose parks and trail clean up projects and have expressed interest in the Big Dry Creek Trail and Orphan Property.

While the City has worked with several agencies, Englewood will be contributing 100% of the matching funds for this project. The \$24,800 match equates to 25% of the estimated total project cost of \$99,000.

## **5. Long-term Maintenance**      15 points

With the successful acquisition and improvements of the Orphan Property, the City's Parks and Recreation Department will be responsible for management and maintenance. While management of the native area and trailhead facilities will be overseen by Englewood, South Suburban Parks and Recreation has Big Dry Creek Trail management responsibilities through the southern portion (trail easement). Because the trail intersects the property, there will be some shared responsibilities and coordination between the City and South Suburban. As has been the case with other Englewood parks and South Suburban trail management, the two agencies have developed effective agreements resulting in attractive, well maintained trail corridors.

## **6. Connectivity**      10 points

As previously discussed, access to Big Dry Creek and Mary Carter Greenway trails and the parks and open space they connect is a high priority for Englewood and South Platte Working Group partners. The location of the Fire Academy Orphan Property at the confluence of Big Dry Creek and the South Platte River makes it an ideal trailhead. From the new trailhead, trail users can access the Big Dry Creek Trail east through Belleview and Progress Parks and will eventually connect to the Highline Canal Trail. Immediately to the west, the Big Dry Creek Trail connects with the Mary Carter Greenway via the pedestrian bridge over the South Platte River. The Mary Carter Greenway travels north into Denver and beyond (North of Englewood the trail is called the South Platte River Trail). To the south, the trail passes through Littleton, South Platte Park, and into Chatfield State Park. The Orphan Property acquisition and trailhead improvements will greatly improve access to this expansive network of interconnecting trails enjoyed by more than 700,000 users each year. Trails are used for recreation as well as commuting, and uses range from walking and running to biking and roller blading.

## **Part G – Evidence of Support**

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See following pages.



C I T Y O F E N G L E W O O D  
P A R K S A N D R E C R E A T I O N C O M M I S S I O N

---

January 9, 2009

Arapahoe County  
Open Space and Trails Advisory Board  
10730 East Briarwood Avenue, Suite 100  
Centennial, CO 80112

Advisory Board Members:

Please consider our letter in support of the City's grant application for Acquisition and Improvements of the Fire Academy Orphan Property. The Parks and Recreation Commission supports the protection of land adjacent to the South Platte River and the regional trail systems.

The Orphan Property will provide additional recreational opportunities for Englewood and Arapahoe County residents by providing an additional trail head and trail amenities. The location of the parcel, at the confluence of Big Dry Creek and the South Platte River, is ideal for land preservation and trail head access to the Big Dry Creek and Mary Carter Greenway trails. Thank you for your consideration of this important project.

Sincerely, 

Austin Gomes, Chair  
Parks and Recreation Advisory Board



C I T Y O F E N G L E W O O D  
F I R E D E P A R T M E N T

---

January 9, 2009

Arapahoe County Open Space and Trails Advisory Board  
10730 East Briarwood Avenue, Suite 100  
Centennial, CO 80112

Advisory Board Members:

I am writing this letter as a representative of the Board of Directors of the Metro Fire Training Center which is located at 2300 W. Chenango, Englewood, CO 80110.

It is the intent of the Board of Directors to enter into negotiations for the sale of what is known as the "B" parcel of the Metro Fire Training Center. The position of the Board is to dispose of parcel "B", assuming an agreeable settlement can be reached.

We support the City of Englewood's grant application for acquisition and improvement of this property. The plans for preserving the site for public use and enhancing trail access are certainly appropriate for this parcel.

Thank you for considering the City's grant request.

Sincerely,

Mike Pattarozzi  
Fire Chief

## SOUTH PLATTE WORKING GROUP

January 15, 2009

Arapahoe County Open Space and Trails Advisory Board  
10730 East Briarwood Avenue, Suite 100  
Centennial, CO 80112-3853

Dear Advisory Board Members,

The South Platte River Working Group (SPWG) is writing this letter in support of the City of Englewood's grant application for the acquisition of and improvements to a .75-acre parcel of land currently owned by the Fire Training Center, which is adjacent to the South Platte River in Englewood. As you may know, the SPWG is a consensus-based, multi-agency forum to promote open space acquisition, trail development and targeted recreation enhancements along the South Platte Greenway in western Arapahoe County. This parcel is a critical piece of the SPWG vision through the City of Englewood.

Over the past two years, the SPWG has prepared a list of priorities throughout the South Platte Corridor. The north parcel of the Fire Training Academy known as the "Orphan Property" is on the SPWG's priority list because of its importance in providing recreational access and amenities for Arapahoe County citizens. The SPWG members strongly support Englewood's commitment to acquiring and improving this property. We believe that parking, trailhead access and other amenities envisioned for this site will benefit all Arapahoe County residents.

Thank you for your consideration of the City of Englewood's grant application.

Sincerely,

Susan Beckman, Commissioner  
Arapahoe County

Debbie Belcik, Director  
Parks, Trails and Recreation  
Greenwood Village

Debbie Brinkman, Councilwoman  
City of Littleton

Beverly Bradshaw, Chair  
South Suburban Parks Foundation

Gale Christy  
Town of Columbine Valley

Dave Lorenz, Executive Director  
South Suburban Parks and Recreation

Cliff Mueller  
City of Sheridan

Sue Rosser  
City of Centennial

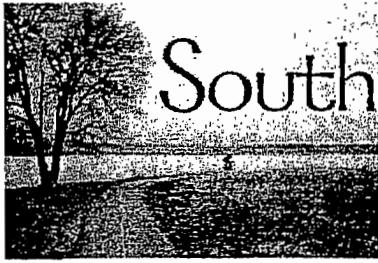
Bobbie Sheffield  
South Metro Land Conservancy

Justin Spring  
Trust for Public Land

Bob Toll, Director  
Arapahoe County Open Space

Klasina VanderWerf, Councilwoman  
Cherry Hills Village

Jim Woodward, Mayor  
City of Englewood



# South Suburban Park Foundation

6631 South University Boulevard • Centennial, Colorado 80121

303-798-5131 • Fax 303-798-3030

January 23, 2009

Arapahoe County Open Space  
Grant Review Committee  
10730 E. Briarwood Ave. #100

Committee Members,

The South Suburban Park Foundation is pleased to write this letter in support of the City of Englewood's grant application. The acquisition of the Fire Academy Orphan property will be a valuable addition to the South Platte River corridor trail system. This area in particular would be perfect for a trailhead to the Big Dry Creek Trail and would enhance the trail experience.

Preservation of this native area for generations to come is consistent with the South Suburban Park Foundation's, South Platte Working Group's and Arapahoe County's goals for the river corridor. We understand that the grant request also includes trailhead improvements to the Orphan property, allowing for greater access to Big Dry Creek and the Mary Carter Greenway trails.

The Foundation has a rich history of partnering with the City of Englewood in many trail additions and improvements. Thank you for considering this important project as a potential grant recipient.

Sincerely,

Beverly J. Bradshaw, Chair  
South Suburban Park Foundation



recycled paper

A legacy of greenway trails, open space and recreational amenities!



**South Suburban**  
PARKS AND RECREATION

**Administrative Office**  
6631 S. University Blvd.  
Centennial, CO 80121-2913

phone 303.798.5131  
fax 303.798.3030  
www.sspr.org

**Board of Directors**  
Jerry D. Call  
Chairman  
Kay C. Geitner  
Harold L. Neal  
Philip J. Cernanec  
Susan M. Rosser

**Executive Director**  
David A. Lorenz

January 22, 2009

Open Space and Trails Advisory Board  
c/o Arapahoe County Open Space Division  
10730 E. Briarwood Ave., Suite 100  
Centennial, CO 80112

Dear Grant Review Committee:

Please consider this our letter of support for Englewood's grant application to acquire the property located along the South Platte River corridor and just north of the Big Dry Creek Trail (which is maintained by South Suburban), informally known as the "Orphan property."

We have met with Englewood City officials onsite and have discussed the possibility of a trailhead, which would serve both the Big Dry Creek Trail and the Mary Carter Greenway. We feel that acquisition of this approximately 0.75-acre parcel is another step towards the goal of enhancing recreation users' experience along the River Corridor and is another opportunity to provide much needed user access to all nearby trail corridors.

Your financial support of this proposed project would be appreciated.

Sincerely,

David A. Lorenz  
Executive Director

DAL HWW/ds

Three-Time National Gold Medal Winner for Excellence in Park and Recreation Management

## **Part H – Maps**

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See following pages.

**Part I –BUDGET**

Sources of Funds	Date	County Grant Request	Cash Match	In-Kind Match	Total Project Funds
Arapahoe County	6/09	\$74,200			
City of Englewood	6/09	24,800			
<b>Totals - Sources of Funds</b>		<b>\$99,000</b>			
Uses of Funds – Expenditures	Projected Date	From County Grant	Cash Match	In-Kind Match	Total Project Costs
1. Land Acquisition	11/09	\$22,000			\$ 22,000
2. Project improvements					
Shelter and installation	1/10 – 6/10	24,100	\$ 100		24,200
Parking lot	1/10 – 6/10	27,500			27,500
Trail connection and ADA ramp	1/10 – 6/10		6,000		6,000
Trailhead signage	1/10 – 6/10		1,000		1,000
Bike racks and concrete pad	1/10 – 6/10		1,500		1,500
(2) Picnic tables	1/10 – 6/10		2,000		2,000
Landscape restoration	1/10 – 6/10		5,500		5,500
3. Design cost/Geotechnical Report	11/09		8,700		8,700
ACOS signage	At completion of project	\$600			\$600 required budget expense
<b>Totals – Project Costs</b>		<b>\$74,200</b>	<b>\$24,800</b>		<b>\$99,000</b>

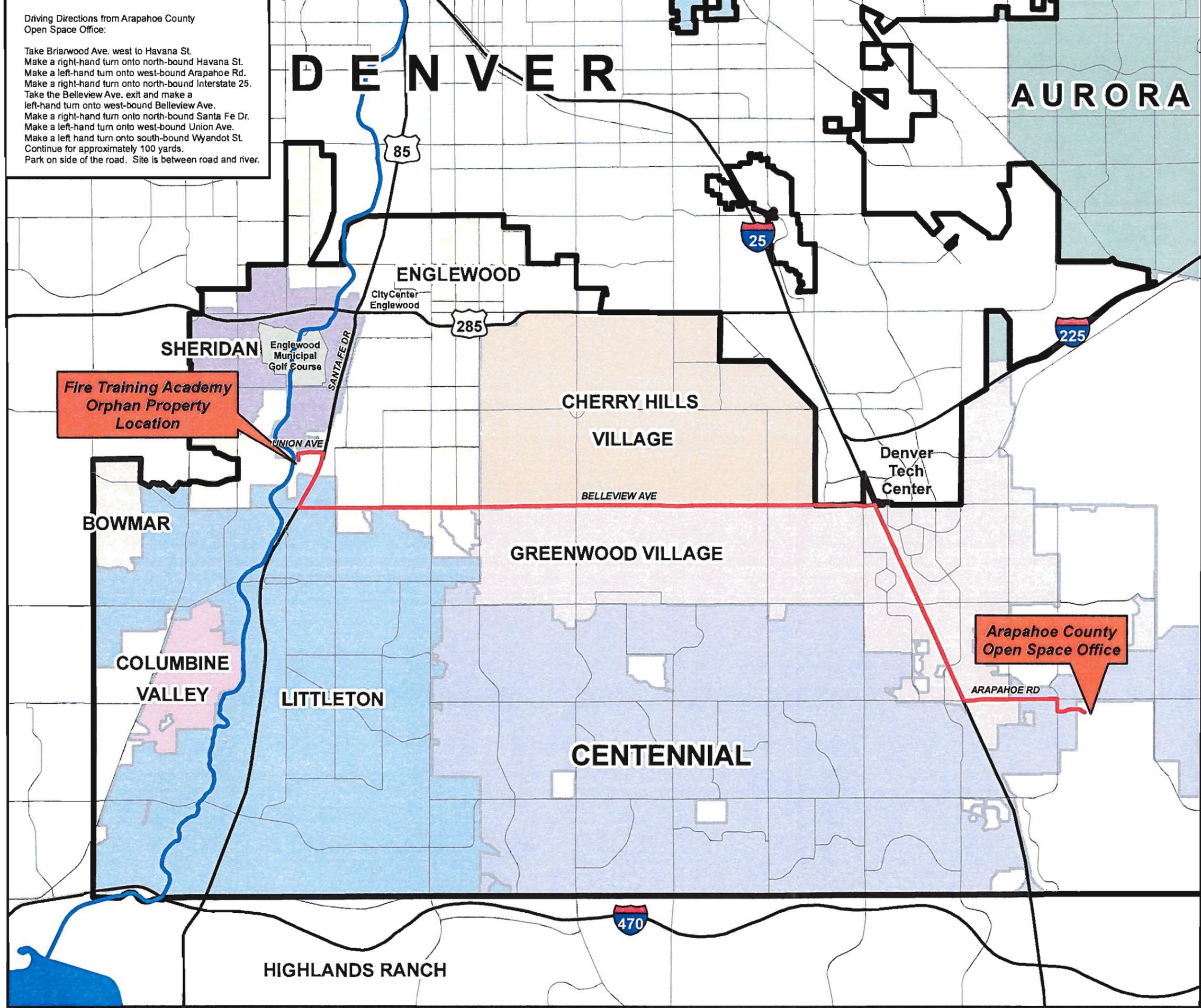
**Total Project Costs \$ 99,000**

Authorized Signature: \_\_\_\_\_ Date: 1/30/09

Print Name: Gary Hultberg Title: Recreation Manager

Driving Directions from Arapahoe County Open Space Office:

Take Briarwood Ave. west to Havana St.  
 Make a right-hand turn onto north-bound Havana St.  
 Make a left-hand turn onto west-bound Arapahoe Rd.  
 Make a right-hand turn onto north-bound Interstate 25.  
 Take the Belleview Ave. exit and make a left-hand turn onto west-bound Belleview Ave.  
 Make a right-hand turn onto north-bound Santa Fe Dr.  
 Make a left-hand turn onto west-bound Union Ave.  
 Make a left hand turn onto south-bound Wyandot St.  
 Continue for approximately 100 yards.  
 Park on side of the road. Site is between road and river.



City of Englewood, Colorado

**2009 Arapahoe County  
 Open Space, Parks, and Trails  
 Grant Application**

**South Platte River Trails and  
 Open Space System:  
 Fire Training Academy  
 Orphan Property  
 Acquisition and Improvements**

*Vicinity Map with Driving Route*

**LEGEND**

- Driving Route
- South Platte River
- Arapahoe County Boundary
- Major Highways
- Arterial and Collector Streets

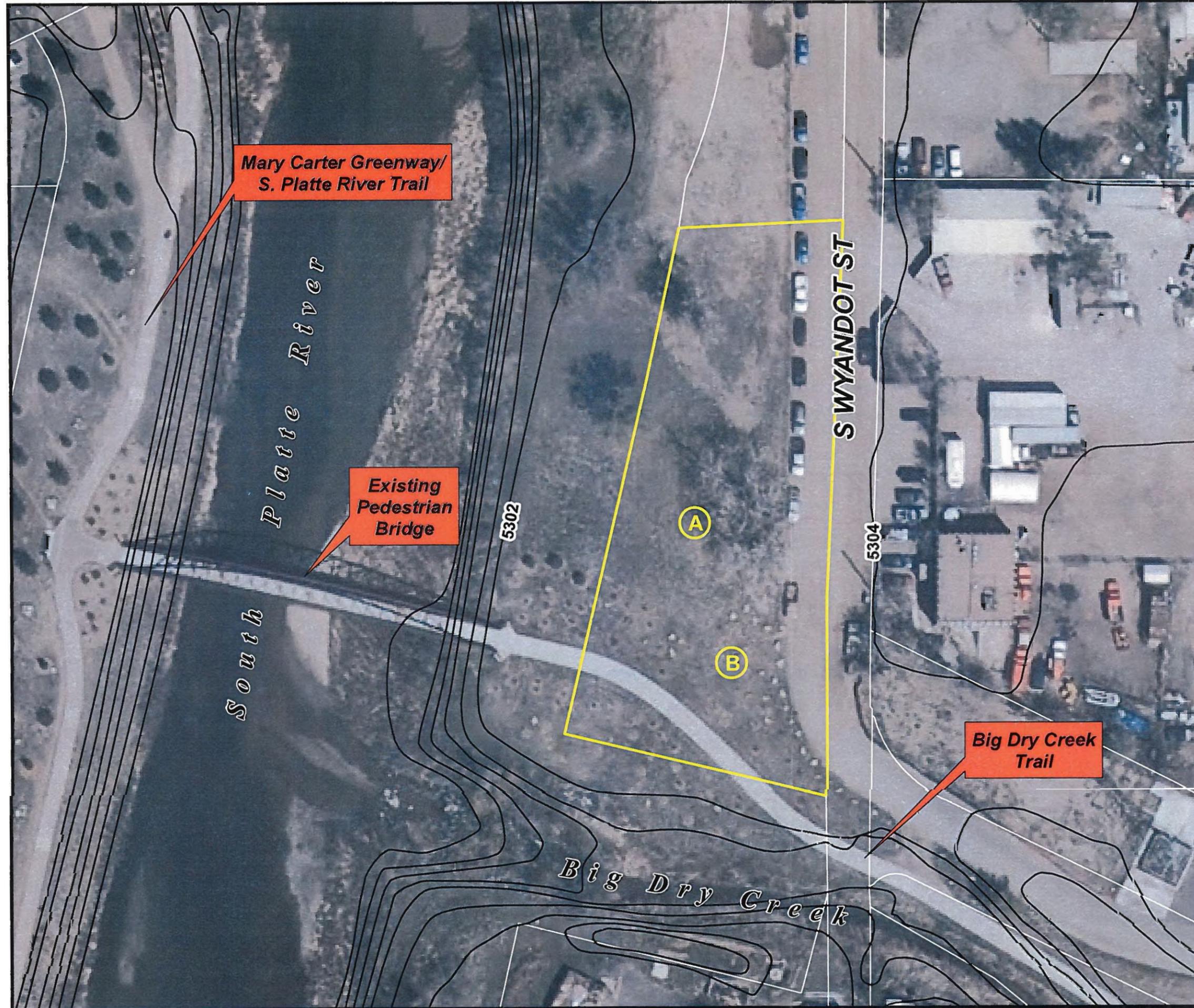
January 2009



*City of Englewood, Colorado*  
**2009 Arapahoe County**  
**Open Space, Parks, and Trails**  
**Grant Application**

***South Platte River Trails and***  
***Open Space System:***  
***Fire Training Academy***  
***Orphan Property***  
***Acquisition and Improvements***

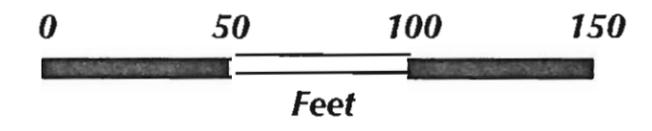
***Site Plan and Topography Map***



**LEGEND**

-  Orphan Property
-  Parcel Lot Line Boundaries
-  Topographical Contour Lines
- A** Parking (8 to 10 spaces) with Trail connection
- B** Shelter (approx 20' x 20') with Trail connection

January 2009



**Driving Directions from Arapahoe County Open Space Office:**

Take Eriewood Ave. west to Havana St.  
 Make a right-hand turn onto north-bound Havana St.  
 Make a left-hand turn onto west-bound Arapahoe Rd.  
 Make a right-hand turn onto north-bound Interstate 25.  
 Take the Bellevue Ave. exit and make a left-hand turn onto west-bound Bellevue Ave.  
 Make a right-hand turn onto north-bound Santa Fe Dr.  
 Make a left-hand turn onto south-bound Wyandot St.  
 Continue for approximately 100 yards.  
 Park on side of the road. Blue is between road and river.

*City of Englewood, Colorado*

**2009 Arapahoe County Open Space, Parks, and Trails Grant Application**

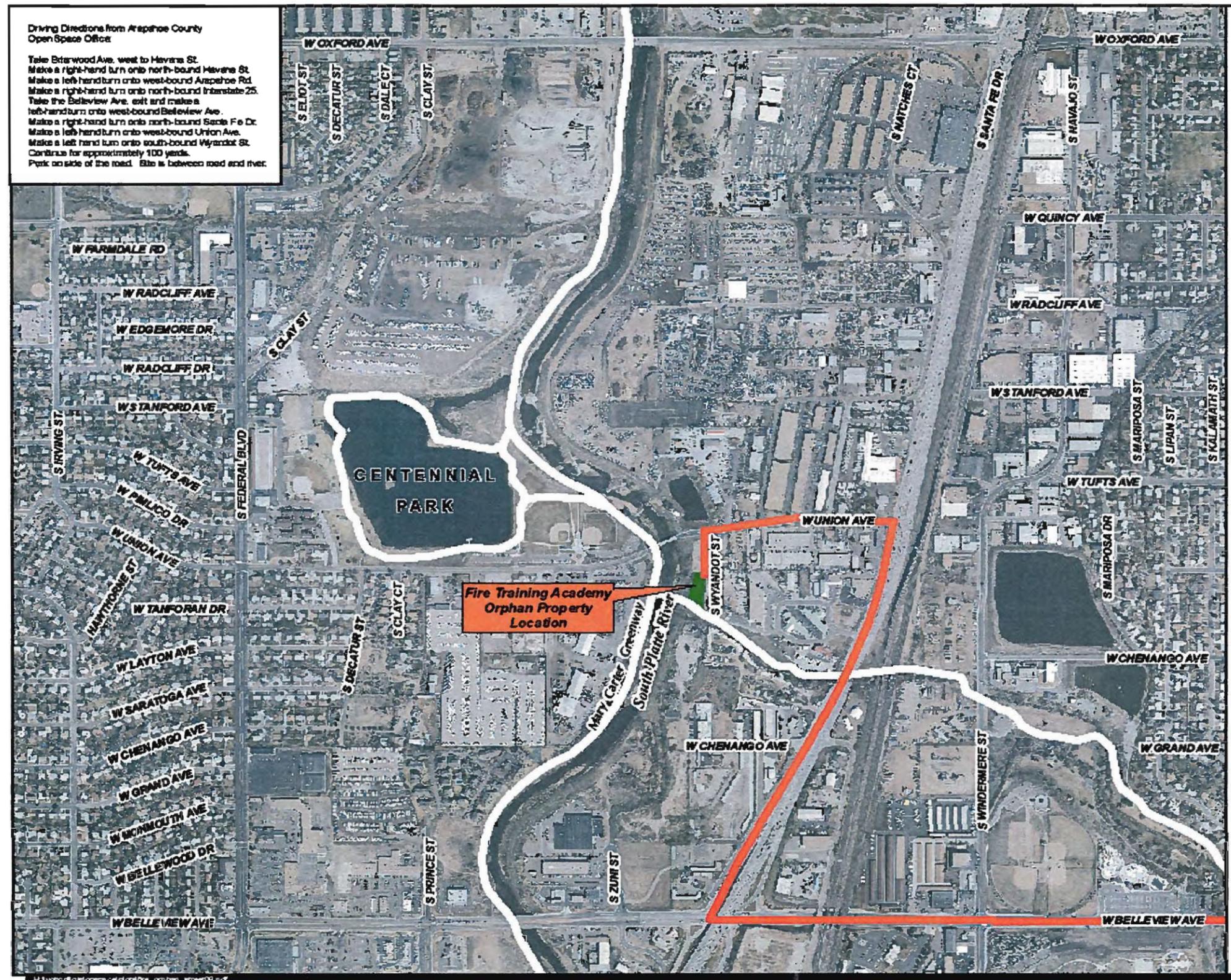
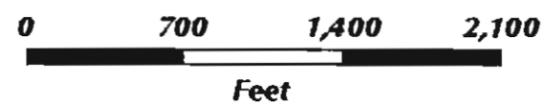
**South Platte River Trails and Open Space System:  
 Fire Training Academy Orphan Property Acquisition and Improvements**

*Street Map with Driving Route*

**LEGEND**

-  Driving Route
-  Pedestrian/Bicycle Trails
-  Orphan Property

January 2009



H:\work\open-space\open-space\_orphan\_street09.pdf

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2011

COUNCIL BILL NO. 24  
INTRODUCED BY COUNCIL  
MEMBER WILSON

AN ORDINANCE AUTHORIZING THE PURCHASE BY QUIT CLAIM DEEDS FROM SOUTH METRO FIRE RESCUE AUTHORITY, LITTLETON FIRE RESCUE, CITY OF LITTLETON, WEST METRO FIRE PROTECTION DISTRICT AND THE CITY OF ENGLEWOOD AS THE OWNERS OF “THE ORPHAN PROPERTY” LOCATED IN THE 4600 BLOCK OF SOUTH WYANDOT.

WHEREAS, South Metro Fire Rescue Authority, Littleton Fire Rescue, the City of Littleton, West Metro Fire Protection District, and the City of Englewood are the owners of the property located in the 4600 block of South Wyandot Street, also known as the northern portion of 2300 West Chenango; and

WHEREAS, this part of the Fire Training Academy property is no longer in use as other Fire Training facilities have been built; and

WHEREAS, the City of Englewood has received an Open Space Grant from Arapahoe County for the development of this property into Open Space; and

WHEREAS, the passage of this Ordinance authorizes the purchase of the “Orphan Property” located at 4600 Block of South Wyandot to the City of Englewood, Colorado; and

WHEREAS, the City’s current one quarter interest will be included as a Quit Claim Deed back to Englewood;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the purchase of the “Orphan Property”, by Quit Claim Deed from the owners in the form attached hereto as Attachment 1.

Section 2. The Mayor is hereby authorized to sign the City’s Quit Claim Deed for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 18<sup>th</sup> day of April, 2011.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 22nd day of April, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of April, 2011 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of May, 2011.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2011, on the 6th day of May, 2011.

Published by title on the City's official website beginning on the 4th day of May, 2011 for thirty (30) days.

---

James K. Woodward, Mayor

ATTEST:

---

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2011.

---

Loucrishia A. Ellis



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

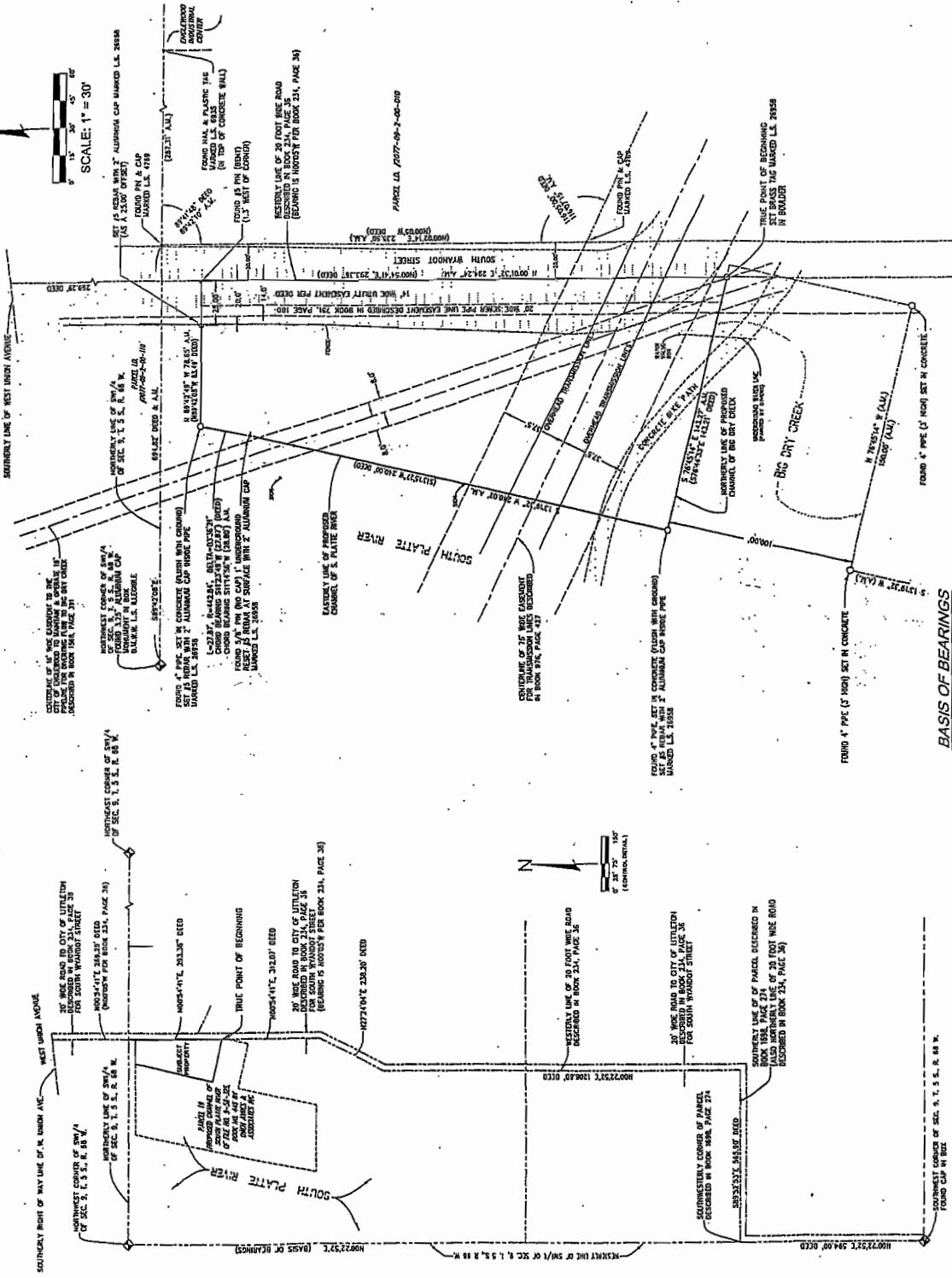
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE NORTH 00 DEGREES 22 MINUTES 52 SECONDS EAST AND ALONG THE WESTERLY LINE OF SAID WEST ONE-HALF OF SECTION 9, 594.00 FEET TO THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN BOOK 1698 AT PAGE 274, WHICH POINT IS ALSO ON THE NORTHERLY LINE OF A 20 FOOT DEDICATED ROAD WAY AS DESCRIBED IN BOOK 234 AT PAGE 36; THENCE SOUTH 89 DEGREES 52 MINUTES 53 SECONDS EAST AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SECTION 9, 565.90 FEET; SAID LINE BEING CONTIGUOUS WITH THE SOUTHERLY LINE OF SAID BOOK 1698 AT PAGE 274, AND THE NORTHERLY LINE OF SAID BOOK 234 AT PAGE 36; THENCE NORTH 00 DEGREES 22 MINUTES 52 SECONDS EAST AND PARALLEL WITH THE WESTERLY LINE OF SAID WEST ONE-HALF OF SECTION 9; AND ALSO SAID LINE BEING CONTIGUOUS WITH THE WESTERLY LINE OF SAID BOOK 234 AT PAGE 36, 1206.60 FEET; THENCE NORTH 27 DEGREES 24 MINUTES 04 SECONDS EAST AND ALONG THE WESTERLY LINE OF SAID BOOK 234 AT PAGE 36, 238.20 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 41 SECONDS EAST AND ALONG THE WESTERLY LINE OF SAID BOOK 234, PAGE 36, 312.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 54 MINUTES 41 SECONDS EAST AND ALONG THE WESTERLY LINE OF SAID BOOK 234 PAGE 36, 293.36 FEET TO A POINT THAT LIES 269.29 FEET MORE OR LESS SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST UNION AVENUE; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS WEST AND PARALLEL WITH THE NORTHERLY LINE OF THE SW 1/4 OF SAID SECTION 9, 83.49 FEET TO A POINT ON THE EASTERLY LINE OF THE PROPOSED CHANNEL OF THE SOUTH PLATTE RIVER; THENCE ALONG A CURVE TO THE RIGHT AND THE EASTERLY LINE OF SAID PROPOSED CHANNEL AN ARC DISTANCE OF 27.87 FEET, SAID CURVE HAVING A DELTA ANGLE OF 03 DEGREES 36 MINUTES 21 SECONDS AND A RADIUS OF 442.84 FEET; THENCE SOUTH 13 DEGREES 15 MINUTES 27 SECONDS WEST AND ALONG THE EASTERLY LINE OF SAID PROPOSED CHANNEL 240.00 FEET TO A POINT ON THE NORTHERLY LINE OF THE PROPOSED CHANNEL OF BIG DRY CREEK; THENCE SOUTH 76 DEGREES 44 MINUTES 33 SECONDS EAST AND ALONG SAID NORTHERLY LINE OF SAID PROPOSED CHANNEL 143.21 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ARAPAHOE, STATE OF COLORADO.

CONTAINING 30,697 SQUARE FEET OR 0.7047 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD AND RESERVING A UTILITY EASEMENT ALONG THE EAST 14 FEET OF THE ABOVE DESCRIBED PARCEL.

**LAND SURVEY PLAT**

**PART OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 68 WEST, OF THE 6TH P.M. COUNTY OF ARAPAHOE, STATE OF COLORADO**



**BASIS OF BEARINGS**

THE WESTERLY LINE OF THE SW 1/4 OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 68 WEST, AS BEARING 170° 25' 30" W, DISTANCE 100.00' AS SHOWN ON SHEET 11, BY CONCRETE ASSOCIATES, INC. DATED SEPT. 1980. NOTE: A BEARING ROTATION HAS BEEN APPLIED TO MATCH AND CORRESPOND WITH THE WEST LINE OF THE SW 1/4 OF SECTION 9 AS THE BASIS OF BEARINGS AS SHOWN IN NUMEROUS LEGAL DESCRIPTIONS ARE DIFFERENT. NOTE: DUE TO THE LACK OF SPECIFIC BASIS OF BEARINGS WITHIN HISTORICAL DEEDS, THE LOCATION OF SOUTH PLATE RIVER IS BASED ON THE LOCATION OF PHYSICAL MONUMENTS ALONG THE EAST RIGHT-OF-WAY OF SOUTH WYANDOTT STREET. THE LOCATION OF SOUTH PLATE RIVER IS BASED ON THE LOCATION OF PHYSICAL MONUMENTS ALONG THE EAST RIGHT-OF-WAY OF THE ENGLEWOOD INDUSTRIAL CENTER.

**DOCUMENTS AND OTHER INFORMATION EVALUATED AND USED FOR THIS SURVEY:**

- BOUNDARY SURVEY BY OWEN AYRES & ASSOCIATES INC. DATED DECEMBER 7, 1981 PREPARED FOR COLORADO WATER CONSERVATION BOARD.
- DEED BY JOHN MICHAEL, L.S. #1552, DATED JANUARY 19, 1976 TO JOHN MICHAEL, L.S. #1552.
- DEED BY JOHN MICHAEL, L.S. #1552, DATED JANUARY 19, 1976 TO JOHN MICHAEL, L.S. #1552.
- ARAPAHOE COUNTY TAX ASSESSOR MAPS, DEEDS AND SUBDIVISION PLATS AS REFERENCED HEREON, PAST SURVEY WORK BY THIS OFFICE.

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2011

COUNCIL BILL NO. 25  
INTRODUCED BY COUNCIL  
MEMBER WILSON

AN ORDINANCE DEDICATING A TRANSPORTATION EASEMENT OVER THE ORPHAN PROPERTY LOCATED ADJACENT TO SOUTH WYANDOT STREET.

WHEREAS, the City of Englewood, Colorado is the owner of the property located in the 4600 block of South Wyandot Street; and

WHEREAS, a survey shows that the existing right-of-way for Wyandot is only twenty feet (20') in this area and the street needs and actually uses another twenty-five feet (25'); and

WHEREAS, the City wishes to dedicate a Transportation Easement adjacent to South Wyandot Street; and

WHEREAS, the passage of this Ordinance authorizes the City to dedicate the Transportation Easement; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the dedication of a twenty-five foot (25') Transportation Easement located adjacent to South Wyandot Street, attached hereto as Attachment 1.

Section 2. The Mayor is hereby authorized to sign said Agreement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 18th day of April, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 22nd day of April, 2011.

Read by title and passed on final reading on the 2nd day of May, 2011.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2011, on the 6th day of May, 2011.

Published by title on the City's official website beginning on the 4th day of May, 2011 for thirty (30) days.

---

James K. Woodward, Mayor

ATTEST:

---

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2011.

---

Loucrishia A. Ellis

ATTACHMENT I

DEDICATION OF A PERMANENT TRANSPORTATION EASEMENT  
FOR THE BENEFIT OF THE CITY OF ENGLEWOOD.

The City of Englewood, owner, hereby dedicates to itself, the City of Englewood, a permanent transportation easement on the property described in Exhibit A along the west side of South Wyandot Street, more particularly described in Exhibit A., attached hereto and incorporated herein by reference (hereinafter the "Easement Premises") upon which to construct, reconstruct, operate, remove, repair and maintain transportation facilities and related appurtenances across, on, under and through the Easement Premises as needed by the City. Said Easement Premises lying and being in the City of Englewood, County of Arapahoe, State of Colorado

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

By: \_\_\_\_\_

James K Woodward, Mayor.

Attest: \_\_\_\_\_

Loucrishia A. Ellis, City Clerk

TRANSPORTATION EASEMENT

THE EAST 25 FEET OF THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE NORTH 00 DEGREES 22 MINUTES 52 SECONDS EAST AND ALONG THE WESTERLY LINE OF SAID WEST ONE-HALF OF SECTION 9, 594.00 FEET TO THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN BOOK 1698 AT PAGE 274, WHICH POINT IS ALSO ON THE NORTHERLY LINE OF A 20 FOOT DEDICATED ROAD WAY AS DESCRIBED IN BOOK 234 AT PAGE 36; THENCE SOUTH 89 DEGREES 52 MINUTES 53 SECONDS EAST AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SECTION 9, 565.90 FEET, SAID LINE BEING CONTIGUOUS WITH THE SOUTHERLY LINE OF SAID BOOK 1698 AT PAGE 274, AND THE NORTHERLY LINE OF SAID BOOK 234 AT PAGE 36; THENCE NORTH 00 DEGREES 22 MINUTES 52 SECONDS EAST AND PARALLEL WITH THE WESTERLY LINE OF SAID WEST ONE-HALF OF SECTION 9, AND ALSO SAID LINE BEING CONTIGUOUS WITH THE WESTERLY LINE OF SAID BOOK 234 AT PAGE 36, 1206.60 FEET; THENCE NORTH 27 DEGREES 24 MINUTES 04 SECONDS EAST AND ALONG THE WESTERLY LINE OF SAID BOOK 234 AT PAGE 36, 238.20 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 41 SECONDS EAST AND ALONG THE WESTERLY LINE OF SAID BOOK 234, PAGE 36, 312.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 54 MINUTES 41 SECONDS EAST AND ALONG THE WESTERLY LINE OF SAID BOOK 234 PAGE 36, 293.36 FEET TO A POINT THAT LIES 269.29 FEET MORE OR LESS SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST UNION AVENUE; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS WEST AND PARALLEL WITH THE NORTHERLY LINE OF THE SW 1/4 OF SAID SECTION 9, 83.49 FEET TO A POINT ON THE EASTERLY LINE OF THE PROPOSED CHANNEL OF THE SOUTH PLATTE RIVER; THENCE ALONG A CURVE TO THE RIGHT AND THE EASTERLY LINE OF SAID PROPOSED CHANNEL AN ARC DISTANCE OF 27.87 FEET, SAID CURVE HAVING A DELTA ANGLE OF 03 DEGREES 36 MINUTES 21 SECONDS AND A RADIUS OF 442.84 FEET; THENCE SOUTH 13 DEGREES 15 MINUTES 27 SECONDS WEST AND ALONG THE EASTERLY LINE OF SAID PROPOSED CHANNEL 240.00 FEET TO A POINT ON THE NORTHERLY LINE OF THE PROPOSED CHANNEL OF BIG DRY CREEK; THENCE SOUTH 76 DEGREES 44 MINUTES 33 SECONDS EAST AND ALONG SAID NORTHERLY LINE OF SAID PROPOSED CHANNEL 143.21 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ARAPAHOE, STATE OF COLORADO.

CONTAINING 7,284 SQUARE FEET OR 0.1672 ACRES, MORE OR LESS.

NOTE: The property lines shown on this map are an **approximate** representation based on data provided by the Arapahoe County Assessor. Precise location of property boundary lines requires a field survey.

← to South Platte River

to Union Ave. →

Existing Right-of-Way

25' 20'

S. WYANDOT ST.

Proposed Transportation Easement

Big Dry Creek



SCALE: 1 inch = 50 feet  
DATE: February 15, 2011  
PHOTO DATE: 2008

BY AUTHORITY

ORDINANCE NO. \_\_\_\_  
SERIES OF 2011

COUNCIL BILL NO. 26  
INTRODUCED BY COUNCIL  
MEMBER WILSON

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD, AND SOUTH SUBURBAN PARK AND RECREATION DISTRICT APPROVING AN EASEMENT ACROSS CITY PROPERTY FOR A SEGMENT OF THE BIKE PATHWAY.

WHEREAS, the City of Englewood is the owner of the property known as the “Orphan Property”; and

WHEREAS, at no cost to the City the South Suburban Park and Recreation District wishes to maintain this existing ten-foot wide bike path across this property as a part of the South Suburban Bike Path System.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby approves the Intergovernmental Agreement for an easement on the “Orphan Property” as described in Attachment I, attached hereto, for a segment of the bike path.

Section 2. The Mayor and the City Clerk are hereby authorized to sign and attest said Intergovernmental Agreement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 18<sup>th</sup> day of April, 2011.

Published by Title as a Bill for an Ordinance in the City’s official newspaper on the 22nd day of April, 2011.

Published as a Bill for an Ordinance on the City’s official website beginning on the 20th day of April, 2011 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of May, 2011.

Published by title in the City’s official newspaper as Ordinance No. \_\_\_\_, Series of 2011, on the 6th day of May, 2011.

Published by title on the City's official website beginning on the 4th day of May, 2011 for thirty (30) days.

---

James K. Woodward, Mayor

ATTEST:

---

Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2011.

---

Loucrishia A. Ellis

AGREEMENT REGARDING  
GRANT OF RECREATIONAL TRAIL EASEMENT

1. PARTIES. The parties to this Agreement Regarding Grant of Recreational Trail Easement (“Agreement”) are: THE CITY OF ENGLEWOOD, COLORADO, Grantor; and the SOUTH SUBURBAN PARK AND RECREATION DISTRICT, Grantee.
2. RECITALS AND PURPOSES. Grantor owns certain property located in Arapahoe County adjacent to the Platte River, the legal description of said property is attached as Exhibit A. Grantee desires an easement across a portion of the Grantor’s property for the purposes constructing, maintaining, and operating a pathway and trail for recreational purposes. Grantors agree to grant an easement to Grantee for such limited purposes subject to certain terms and conditions. Accordingly, in consideration of the mutual promises set forth herein, the parties covenant and agree to the following terms and conditions of such grant.
3. GRANT OF EASEMENT; LIMITATION OF USE OF EASEMENT. Grantors hereby convey, and grant to Grantee, its successors and assigns, a non-exclusive easement, as described in Paragraph 5 herein, and upon such additional terms and conditions as are stated. Such easement shall be limited to use by Grantee for the construction, maintenance and operation of a non-vehicular pedestrian and non-motorized bike trail (herein, “Trail”) within the easement for use by the general public, as part and an extension, of Grantee’s existing trail system in the Big Dry Creek and Platte River area. Such grant is subject to all prior recorded utility easements and rights-of-way.
4. DESCRIPTION AND LOCATION OF EASEMENT. The easement granted herein shall be an area of approximately 1,175 sq. ft., being approximately 98 ft. long, and 12 ft. wide, as described on the attached Exhibit A
5. RIGHTS OF GRANTOR. Grantor reserves the full right to the undisturbed ownership, use and occupancy of the Easement Property insofar as said ownership, use and occupancy is consistent with and does not impair the rights granted to Grantee in this Grant. In the event Grantee’s improvements under the Easement Require repair, replacement or maintenance of any type of kind, Grantee may do so with reasonable notice. Cost of repair and restoration of surface improvements shall be done at the cost of the Grantee.
6. ABANDONMENT. In the event that Grantee shall abandon the rights granted to it under this Grant, all right, right, title and interest hereunder of Grantee shall cease and terminate, and Grantor shall hold the Easement Property, as the same may then be, free from the rights of Grantee so abandoned and shall own all materials and structures of Grantee so abandoned, provided that Grantee shall have a reasonable period of time after said abandonment in which to remove any or all improvements and Appurtenances from the Easement property.
7. WARRANTY OF TITLE. Grantor warrants and represents that Grantor is the fee simple owner of the Easement Property and that Grantor had full right, title and authority, and that this Grant is effective to grant and convey to Grantee the within described easement.
8. INDEMNIFICATION. To the full extent permitted by law, Grantee shall indemnify and hold harmless Grantors (individually and collectively) from any and all claims, demand, or judgments asserted by, or awarded to, any third party or parties for any injury, death, or property damage which arises from the use of the Trail. Nothing herein shall be construed as

a waiver by Granters, or any of them, of any of the defenses or immunities provided by common law or by statute, specifically including the Colorado Governmental Immunity Act, Sec. 24-10-101 et. seq. C.R.S., as it may be amended from time to time.

9. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective legal representatives, successors and assigns; provided, however, that nothing in the paragraph shall be construed to permit the assignment of this Agreement except as otherwise specifically authorized in this Agreement.
10. COUNTERPARTS. This Agreement may be executed in counterparts and, as so executed, shall constitute one Agreement, one Agreement, binding on the parties even though the parties have not signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the parties, shall be deemed a fully executed instrument for all purposes.
11. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.
12. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

CITY OF ENGLEWOOD, COLORADO  
a municipal corporation

\_\_\_\_\_  
James K. Woodward, Mayor

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

SOUTH SUBURBAN PARK AND RECREATION DISTRICT

\_\_\_\_\_  
Katherine C. Geitner, Chair

SIGNED this 13th day of April, 2011.

ATTEST:

\_\_\_\_\_  
Pamela M. Eller, Secretary

### Legal Description for Pedestrian/Bicycle Trail easement

A twelve foot wide easement, the centerline of which coincides with the centerline of an existing pedestrian/bicycle trail, located in the West one-half of Section 9, Township 5 South, Range 68 West of the 6th P.M., County of Arapahoe, State of Colorado, being more particularly described as follows:

BEGINNING at a point where the centerline of the aforesaid existing pedestrian/bicycle trail crosses the northerly line of the proposed channel of Big Dry Creek, from which point the intersection of said northerly line with the westerly line of a parcel described in Book 234 Page 36 of Arapahoe County records bears South 76 degrees 44 minutes 33 seconds East a distance of 53 feet; thence along said trail centerline North 46 degrees West a distance of 37 feet to a point of curvature; thence continuing along said trail centerline on a curve to the left, an arc distance of 61 feet to a point on the easterly line of the proposed channel of the South Platte River, and the POINT OF TERMINUS, said curve having a delta angle of 28 degrees and a radius of 125 feet.

Total area of easement is 1,175 square feet, or 0.0269 acres, more or less.

NOTE: The property lines shown on this map are an approximate representation based on data provided by the Arapahoe County Assessor. Precise location of property boundary lines requires a field survey.

S. WYANDOT

Westerly line of parcel described in Book 234 at Page 36

N 00° 54' 41" E

D = 28°  
R = 125'  
L = 61'

Point of Terminus

Centerline 12 foot Trail Easement (1,175 sq ft ±)

S 76° 44' 33" E

N 46° W  
37'

Point of Beginning

53'

Big Dry Creek



SCALE: 1 inch = 25 feet  
DATE: March 9, 2011  
PHOTO DATE: 2008

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2011

COUNCIL BILL NO. 27  
INTRODUCED BY COUNCIL  
MEMBER WILSON

AN ORDINANCE AUTHORIZING THE GRANTING OF A CONSERVATION EASEMENT ACROSS THE ORPHAN PROPERTY FROM THE CITY OF ENGLEWOOD, COLORADO TO ARAPAHOE COUNTY, COLORADO.

WHEREAS, the City of Englewood is the owner of property which is located in the 4600 block of South Wyandot, also known as the north portion of 2309 West Chenango; and

WHEREAS, the property was purchased with an Open Space Grant from Arapahoe County; and

WHEREAS, this parcel will provide public access for passive outdoor recreation and education, and trail to the Mary Carter Greenway and Big Dry Creek Trail for the use and enjoyment of the public; and

WHEREAS, the property is located adjacent to a major pedestrian/bicycle bridge which spans the South Platte River, thus providing enhanced access to a large network of Arapahoe County trails and the Denver metro area regional trail systems; and

WHEREAS, the passage of this Ordinance authorizes the City of Englewood to grant a Deed of Conservation Easement to Arapahoe County, Colorado;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes a Conservation Easement across the orphan property to Arapahoe County, Colorado, hereto as Attachment 1, for and on behalf of the City of Englewood, Colorado.

Section 2. The Mayor is hereby authorized to sign said Agreement for and on behalf of the City of Englewood, Colorado.

Introduced, read in full, and passed on first reading on the 18th day of April, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 22nd day of April, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 20th day of April, 2011 for thirty (30) days.

Read by title and passed on final reading on the 2nd day of May, 2011.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2011, on the 6th day of May, 2011.

Published by title on the City's official website beginning on the 4th day of May, 2011 for thirty (30) days.

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James K. Woodward, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2011.

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Loucrishia A. Ellis

**DEED OF CONSERVATION EASEMENT**

*NOTICE: THIS PROPERTY HAS BEEN ACQUIRED WITH GRANT FUNDS FROM THE ARAPAHOE COUNTY OPEN SPACE FUND. THIS DEED OF CONSERVATION EASEMENT CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE AND OTHER CONSERVATION VALUES, AND WHICH PROVIDE BENEFITS THAT ARE IN THE PUBLIC INTEREST.*

THIS DEED OF CONSERVATION EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2010, by the CITY OF ENGLEWOOD, a Colorado municipal corporation, with an address of 1000 Englewood Parkway, Englewood, CO 80110 ("Grantor"), in favor of ARAPAHOE COUNTY, a political subdivision of the State of Colorado, having its principal address at 5334 S. Prince St., Littleton, CO 80166 ("Grantee").

RECITALS:

A. Grantor is the sole owner in fee simple of .75 acres, more or less of certain real property in Arapahoe County, Colorado, more particularly described in Exhibit A and Exhibit B attached hereto, both of which are incorporated herein by this reference (the "Property").

B. The Property possesses certain natural, aesthetic, open space, educational, and recreational values (collectively, "Conservation Values") of great importance to Grantor, the people of the South Denver Metro Region, Arapahoe County, and the people of the State of Colorado. In particular the Property will provide public access for outdoor recreation and trail connections to the South Platte River valley for the use and enjoyment of the general public. Specifically, the Conservation Values of the Property are as follows:

**Outdoor recreation and education of the general public.** The Property will provide public access for passive outdoor recreation and education, and trail connections to the Mary Carter Greenway and Big Dry Creek Trail for the use and enjoyment of the general public. The Property is located immediately adjacent to a major pedestrian / bicycle bridge which spans the South Platte River, thus providing enhanced access to a large network of Arapahoe County trails and the Denver metro area regional trail systems.

**Relatively Natural Habitat.** The Property is located within the South Platte River valley, which is a major river basin for Colorado. The South Platte River serves as a primary wildlife corridor in the Denver metropolitan area. The property is primarily grassland, woodland, and shoreline habitat associated with the South Platte River and its tributaries. The Property also serves as wildlife habitat for several species including but not limited to coyote, fox, skunk, raccoon, beaver, raptors, migratory songbirds, small rodents, and deer.

**Open Space.** The Property qualifies as Open Space because it is being preserved for the scenic enjoyment of the general public and pursuant to a clearly delineated federal, state or local governmental conservation policy and will yield a significant public benefit.

**Scenic enjoyment.** The Property adds to the scenic character of the local landscape including the South Platte River basin and, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape.

A large portion of the Property is visible to the general public from the South Platte River trail (Mary Carter Greenway) and the Big Dry Creek Trail, which are open to and actively utilized by residents of Arapahoe County and the State of Colorado. The Property also provides the opportunity for the general public to view the Front Range of the Rocky Mountains, and serves as an overlook to the valley, providing significant opportunities year-round to view migratory waterfowl, raptors and songbirds below the property, from a comfortable distance, in the large pond, native tree groves and surrounding habitat along the riverbank.

**Trail Connectivity:** This Property was acquired as part of the South Platte Greenway Legacy Project which seeks to increase trail connectivity in the region, provide additional trailhead access points along the east side of the South Platte Rive, to enhance the recreational experience along the Greenway, and conserve open space in the South Metro Region.

**Buffering and expansion of existing publicly-owned open space.** The Property is immediately surrounded to the south and west by previously dedicated public open space. Protection of the Property enhances the conservation values of the greater area by expanding, buffering and establishing a contiguous landscape of managed open space.

**Clearly delineated government policy.** The use of the Property for public trail access and open space purposes, serves to further the goals and objectives of the Grantor's Comprehensive Plan and Parks and Recreation Master Plan, and the Arapahoe County Open Space Master Plan.

**Significant public benefit.** There is a foreseeable trend of commercial and/or residential development in the immediate vicinity of the Property. If the Property were to be sold and developed instead of being protected by an easement, there is a strong likelihood that it would contribute to a degradation of the scenic and natural character of the area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values.

C. The voters of Arapahoe County, Colorado, by approval of a referred measure on November 4, 2003, authorized the imposition of a sales and use tax for the purposes set forth in Arapahoe County Resolution Number 030381, including, but not limited to, the acquisition of open space or interests in open space, the development of trails, environmental education and passive outdoor recreation.

D. Grantor intends that the Conservation Values of the Property be preserved and protected in perpetuity, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the purposes of this Easement or with Arapahoe County Resolution Number 030381.

E. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

F. Grantee is a public governmental entity, which is tax-exempt and is a qualified conservation organization under § 170(h) the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto, whose primary purpose is the conservation of

land for public benefit, to improve the quality of life in communities and protect natural and historic resources for future generations.

G. Grantee is a governmental entity qualified to hold this easement under C.R.S. § 38-30.5-101 et seq., which provides for conservation easements to retain or maintain land, water, airspace, or water rights, predominantly in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest, or other use or condition consistent with the protection of open land, environmental quality or life-sustaining ecological diversity.

H. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to further the governmental policies stated herein by preserving and protecting the Conservation Values of the Property in perpetuity for the benefit of this and future generations;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. § 38-30.5-101 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in gross, in perpetuity, over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. The purpose of this Easement is to preserve and protect the Conservation Values of the Property, and to ensure that the property is used in a manner consistent with Arapahoe County Resolution Number 030381, in perpetuity. To achieve this Purpose, Grantor intends to convey this Deed of Conservation Easement to Grantee to ensure that the Conservation Values of the Property will be preserved and protected forever. Subject to the purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property that do not substantially diminish or impair the Property's Conservation Values and to prevent any use of the Property that will substantially impair or interfere with protecting the Property's Conservation Values. It is the intent of the Grantor to maintain the Property as primarily open space. Specifically, it is Grantor's intent to preserve and, where appropriate, to restore and enhance certain habitat values and natural attributes, scenic qualities, and outdoor recreational opportunities on available to the general public.

2. Current Conditions Report: A written report has been prepared, reviewed, and approved by both parties, which documents the existing condition of the Property (the "Existing Conditions Report"). A copy of the Existing Conditions Report shall be kept on file with both parties and by this reference made a part hereof. The parties further agree that, in the event a controversy arises with respect to the condition of the Property as of the date of this grant, or compliance with or violation of any term or provision of this Easement, the parties shall not be precluded from using evidence in addition to the Existing Conditions Report to assist in resolving the controversy.

3. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- a. To preserve and protect the Conservation Values of the Property;
- b. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor;

c. To prevent any activity on or use of the Property that is inconsistent with the language or purpose of this Easement; and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent use.

4. Reserved Rights. Grantor reserves to itself, and to its agents, contractors, successors, and assigns, all rights to engage in the following uses of the Property and all activities reasonably incidental thereto provided that all uses of the Property shall be consistent with the purpose of this Easement and shall not substantially diminish or impair the Conservation Values of the Property. Any structures or improvements in this paragraph 4 are subject to the approval of the Grantee.

a. The use and enjoyment of the Property by the general public for open space, environmental education and non-commercial, non-motorized passive outdoor recreational activities. For purposes of this Easement, the term "passive outdoor recreational activities" shall mean and include walking, running, biking, rollerblading, horseback riding, picnicking, relaxing, photography, wildlife and scenery viewing, and other similar activities, but shall specifically not include sports fields/courts or recreation centers.

b. To build and use minor structures including picnic tables and shelters, as are reasonably appropriate to facilitate passive outdoor recreational activities and use of adjacent trails as approved by the Grantor and Grantee.

c. To construct, repair, maintain, and use trails, trailheads, and associated benches and signage.

d. To erect fencing for resource and recreation management purposes.

e. To remove and manage noxious and nuisance weeds.

f. To install security lighting as necessary for the safety and welfare of recreational users, as long as such lighting shall not adversely impact wildlife or create adverse impacts upon night sky viewing on the property or adjacent properties.

g. To construct and use parking lots as reasonably necessary to facilitate access to the Property for the uses allowed by this Paragraph 4.

h. To manage wildlife, in cooperation with the Colorado Division of Wildlife, such as diseased, nuisance or overpopulated wildlife, and as provided in C.R.S. § 33-6-107(9). Grantor may allow trapping as deemed necessary for permitted wildlife management goals, and/or to study threatened or endangered species or species proposed for listing. Provided however that wildlife management on the Property shall not impair or significantly interfere with the public recreation use of the Property.

i. To stabilize embankments and to otherwise manage soil erosion on the Property.

5. Prohibited and Restricted Uses. Any use of the Property not allowed under Paragraph 4 of this Easement ("Reserved Rights") is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. Development Rights. Grantor hereby grants to Grantee all development rights except as otherwise expressly reserved herein, and the parties agree that such rights are hereby released, terminated and extinguished, and may not be used on or transferred off of the

Property to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

b. Construction of Buildings and Other Improvements. The construction of any building, structure or other improvement is prohibited, except as may be allowed under Paragraph 4 above. No residential or commercial buildings, structures, or improvements shall be permitted. Permitted structures and improvements may only be built with Grantee's prior written approval, which approval shall be granted within a reasonable time, unless Grantee determines that the proposed building, structure, or improvement will substantially diminish or impair the Conservation Values of the Property.

c. New Structures. Construction of new structures is prohibited except for construction of those structures consistent with Paragraph 4(b) above.

d. Storage. Storage of materials is prohibited except for storage of certain materials reasonably necessary to facilitate the use of the Property for the uses allowed by Paragraph 4.

e. Subdivision. Any division or subdivision of title to the Property, whether by physical or legal process, is prohibited.

f. Timber Harvesting. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Commercial timber harvesting on the Property is prohibited. The cutting of any trees shall be conducted in a manner that does not impair the Property's Conservation Values or other significant conservation interests.

g. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited.

h. Paving and Trail Construction. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material except for the construction of trails consistent with Paragraph 4 above and the construction of a parking lot for uses consistent with the passive outdoor recreational and open-space uses of this Property and access to adjacent trails. The parking lot shall not exceed the parameters outlined in paragraph 4. Any paving permitted under this paragraph shall be constructed consistent with the Management Plan for the Property. No paving shall occur without the prior written approval of Grantee. Grantee shall give such permission within a reasonable time, unless Grantee determines that the proposed paving or covering of the soil, or the location of any road or trail, will substantially diminish or impair the Conservation Values of the Property or is otherwise inconsistent with this Easement.

i. Trash. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, including but not limited to household trash and hazardous chemicals is prohibited. Trash containers used on the Property shall be wildlife resistant to prevent potential human-wildlife conflicts.

j. Motorized Vehicles. Motorized vehicles may only be used in a manner that does not substantially diminish or impair the Conservation Values of the Property. If motorized vehicles are used for maintenance in a manner that diminishes Conservation Values, the property will be restored at Grantor's sole expense. Off road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited.

Nothing in this paragraph is intended to prohibit the use of motorized vehicles for any other use that is permitted under this Easement.

k. Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property.

l. Signage or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property. Grantor shall erect and maintain one or more signs visible to the public, identifying Arapahoe County's Open Space Grant for this Property to the public. Grantor may erect signs displaying environmental education related language and graphics, and other relevant interpretive signage. Grantor will consult with Grantee on the final signage parameters before installation.

m. Sports Fields/Courts. The Property shall not be used for sports fields or courts.

6. Five-Year Management Plan. The Property shall be operated and managed in accordance with a land management plan that is designed to protect the Conservation Values of the Property ("Management Plan"). The Management Plan shall be prepared by the Grantor and delivered to the Grantee within one year of the date of this Deed and shall be updated at least every five years. Grantee must approve the final language of the Management Plan before it is adopted.

Grantor will use vegetation known to be native to the South Platte corridor in Colorado.

7. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

8. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within 60 days of receipt of Grantors' written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the language or purpose of this Easement.

9. Enforcement. If Grantee finds what it believes is a violation of this Easement, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either: (a) restore the Property to its condition prior to the violation or to take such other action as may be reasonable or necessary to eliminate the violation; or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually acceptable mediator to attempt to resolve the dispute. Except that, if in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action without resorting first to mediation. Grantor

shall discontinue any activity that could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation.

10. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorney fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor.

11. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantor hereby waives any defense of laches, estoppel, or prescription, including any defenses available under C.R.S. § 38-41-119, et seq.

12. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

13. Access. Grantor shall permit the general public to access the Property on such terms and conditions as Grantor deems appropriate.

14. Restoration and Maintenance. Grantor shall maintain the Property in good condition and in a manner consistent with the Conservation Values.

15. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, restoration, operation, upkeep, and maintenance of the Property, including weed control and eradication and including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

16. Hold Harmless. To the extent allowed by law, Grantor shall hold harmless, indemnify, and defend Grantee and its respective members, directors, officers, employees, agents, and contractors, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or

occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraph 9 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee, nor shall Grantee have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

17. Real Property Interest. This Easement constitutes a real property interest immediately vested in Grantee. Further, it is the parties' intent that this interest shall "run with the land," and shall be enforceable against any and all subsequent owners of the Property or successors or assigns of Grantor.

18. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party in writing when it first learns of such circumstances. Grantee shall be entitled to compensation in accordance with applicable law, after the satisfaction of prior claims, from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or any portion of the Property subsequent to such termination or extinguishment. Grantee's compensation shall be determined by multiplying the fair market value of the Property as unencumbered by the Easement (minus any increase in value after the date of this Easement attributable to improvements) by the ratio of the value of the Easement to the value of the Property determined as of the date of this grant. Arapahoe County (hereinafter "the County") shall be entitled to receive 100% of Grantee's compensation, which Grantee shall promptly remit to the County.

19. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that: (a) is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder; (b) is authorized to acquire and hold conservation easements under Colorado law, and (c) agrees in writing to assume the responsibility imposed on Grantee by this Easement

20. Subsequent transfers. Grantor shall incorporate the terms and conditions of this Easement in any deed or other legal instrument by which it divest itself of any interest in all or a portion of the Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

21. Notices. Any notice, demand, request, consent, approval, or communication that either party is required to give to the other in writing shall be either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

City Manager  
City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110

To Grantee:

Open Space Manager  
Arapahoe County Open Space  
10730 E Briarwood Ave., Suite 100  
Centennial, CO 80112

with a copy to:

Arapahoe County Attorney  
5334 S. Prince St.  
Littleton, CO 80166

22. Grantor's Title Warranty. Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through, or under Grantor.

23. Subsequent Liens on the Property. No provisions of this Easement shall be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Easement.

24. Recording. Grantor shall record this instrument in a timely fashion in the official records of each county in which the Property is situated, and may re-record it at any time as may be required to preserve its rights in this Easement.

25. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Grantee to effect the purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

f. Joint Obligation. If more than one owner owns the Property at any time, the obligations imposed by this Easement shall be joint and several upon each of the owners.

g. Non-Merger. No merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Easement, unless the parties expressly state that they intend a merger of estates or interests to occur and the parties have also obtained the prior written consent of the County approving such merger of estates or interests.

h. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

i. Termination of Rights and Obligations. Provided that a transfer is permitted by this Deed, a party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

j. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

k. No Third Party Beneficiaries. This Easement is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor, Grantee and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor, Grantee, or their successors and assigns.

l. Amendment. If circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee may jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws and any amendment must be consistent with the conservation purposes of this Easement. Any amendment must be in writing, signed by both Grantor and Grantee, and recorded in the records of the Clerk and Recorder of Arapahoe County.

m. Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes it impossible or impractical for continued use of the Property for conservation purposes and shall not constitute grounds for terminating the Easement.

n. Authority to Execute. Each party represents to the other that such party has full power and authority to execute, deliver, and perform this Deed, that the individual executing this Deed on behalf of said party is fully empowered and authorized to do so, and that this Deed constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have executed this Deed of Conservation Easement on the day and year first written above.

CITY OF ENGLEWOOD ("Grantor")

ARAPAHOE COUNTY ("Grantee")

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: James K. Woodward

Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF COLORADO  
COUNTY OF ARAPAHOE

This instrument was executed before me a Notary Public on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by James K. Woodward, as Mayor of the City of Englewood, a Colorado municipal corporation.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

(SEAL)

STATE OF COLORADO  
COUNTY OF ARAPAHOE

This instrument was executed before me a Notary Public on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, as \_\_\_\_\_ of Arapahoe County, Colorado, a political subdivision of the State of Colorado.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

(SEAL)

CONSERVATION EASEMENT

A PARCEL OF LAND LOCATED IN THE WEST ONE-HALF OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE NORTH 00 DEGREES 22 MINUTES 52 SECONDS EAST AND ALONG THE WESTERLY LINE OF SAID WEST ONE-HALF OF SECTION 9, 594.00 FEET TO THE SOUTHWESTERLY CORNER OF THE PARCEL OF LAND DESCRIBED IN BOOK 1698 AT PAGE 274, WHICH POINT IS ALSO ON THE NORTHERLY LINE OF A 20 FOOT DEDICATED ROAD WAY AS DESCRIBED IN BOOK 234 AT PAGE 36; THENCE SOUTH 89 DEGREES 52 MINUTES 53 SECONDS EAST AND PARALLEL WITH THE SOUTHERLY LINE OF SAID SECTION 9, 565.90 FEET, SAID LINE BEING CONTIGUOUS WITH THE SOUTHERLY LINE OF SAID BOOK 1698 AT PAGE 274, AND THE NORTHERLY LINE OF SAID BOOK 234 AT PAGE 36; THENCE NORTH 00 DEGREES 22 MINUTES 52 SECONDS EAST AND PARALLEL WITH THE WESTERLY LINE OF SAID WEST ONE-HALF OF SECTION 9, AND ALSO SAID LINE BEING CONTIGUOUS WITH THE WESTERLY LINE OF SAID BOOK 234 AT PAGE 36, 1206.60 FEET; THENCE NORTH 27 DEGREES 24 MINUTES 04 SECONDS EAST AND ALONG THE WESTERLY LINE OF SAID BOOK 234 AT PAGE 36, 238.20 FEET; THENCE NORTH 00 DEGREES 54 MINUTES 41 SECONDS EAST AND ALONG THE WESTERLY LINE OF SAID BOOK 234, PAGE 36, 312.07 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 54 MINUTES 41 SECONDS EAST AND ALONG THE WESTERLY LINE OF SAID BOOK 234 PAGE 36, 293.36 FEET TO A POINT THAT LIES 269.29 FEET MORE OR LESS SOUTH OF THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST UNION AVENUE; THENCE NORTH 89 DEGREES 42 MINUTES 08 SECONDS WEST AND PARALLEL WITH THE NORTHERLY LINE OF THE SW 1/4 OF SAID SECTION 9, 83.49 FEET TO A POINT ON THE EASTERLY LINE OF THE PROPOSED CHANNEL OF THE SOUTH PLATTE RIVER; THENCE ALONG A CURVE TO THE RIGHT AND THE EASTERLY LINE OF SAID PROPOSED CHANNEL AN ARC DISTANCE OF 27.87 FEET, SAID CURVE HAVING A DELTA ANGLE OF 03 DEGREES 36 MINUTES 21 SECONDS AND A RADIUS OF 442.84 FEET; THENCE SOUTH 13 DEGREES 15 MINUTES 27 SECONDS WEST AND ALONG THE EASTERLY LINE OF SAID PROPOSED CHANNEL 240.00 FEET TO A POINT ON THE NORTHERLY LINE OF THE PROPOSED CHANNEL OF BIG DRY CREEK; THENCE SOUTH 76 DEGREES 44 MINUTES 33 SECONDS EAST AND ALONG SAID NORTHERLY LINE OF SAID PROPOSED CHANNEL 143.21 FEET TO THE TRUE POINT OF BEGINNING, COUNTY OF ARAPAHOE, STATE OF COLORADO.

CONTAINING 30,697 SQUARE FEET OR 0.7047 ACRES, MORE OR LESS.

SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD AND RESERVING A UTILITY EASEMENT ALONG THE EAST 14 FEET OF THE ABOVE DESCRIBED PARCEL; AND RESERVING A TRANSPORTATION EASEMENT ALONG THE EAST 25' THEREOF; AND RESERVING A 12 FOOT WIDE PEDESTRIAN/BICYCLE EASEMENT DESCRIBED AS FOLLOWS:

A TWELVE FOOT WIDE EASEMENT, THE CENTERLINE OF WHICH COINCIDES WITH THE CENTERLINE OF AN EXISTING PEDESTRIAN/BICYCLE TRAIL, LOCATED IN THE WEST ONE-HALF OF SECTION 9, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6<sup>TH</sup> P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE CENTERLINE OF THE AFORESAID EXISTING PEDESTRIAN/BICYCLE TRAIL CROSSES THE NORTHERLY LINE OF THE PROPOSED CHANNEL OF BIG DRY CREEK, FROM WHICH POINT THE INTERSECTION OF SAID NORTHERLY LINE WITH THE WESTERLY LINE OF A PARCEL DESCRIBED IN BOOK 234 PAGE 36 OF ARAPAHOE COUNTY RECORDS BEARS SOUTH 76 DEGREES 44 MINUTES 33 SECONDS EAST A DISTANCE OF 53 FEET; THENCE ALONG SAID TRAIL CENTERLINE NORTH 46 DEGREES WEST A DISTANCE OF 37 FEET TO A POINT OF CURVATURE; THENCE CONTINUING ALONG SAID TRAIL CENTERLINE ON A CURVE TO THE LEFT, AN ARC DISTANCE OF 61 FEET TO A POINT ON THE EASTERLY LINE OF THE PROPOSED CHANNEL OF THE SOUTH PLATTE RIVER, AND THE POINT OF TERMINUS, SAID CURVE HAVING A DELTA ANGLE OF 28 DEGREES AND A RADIUS OF 125 FEET.

TOTAL AREA OF EASEMENT IS 1,175 SQUARE FEET, OR 0.0269 ACRES, MORE OR LESS

NOTE: The property lines shown on this map are an **approximate** representation based on data provided by the Arapahoe County Assessor. Precise location of property boundary lines requires a field survey.

← to South Platte River

to Union Ave. →

Existing Right-of-Way

25' 20'

S. WYANDOT ST.

Proposed Conservation Easement

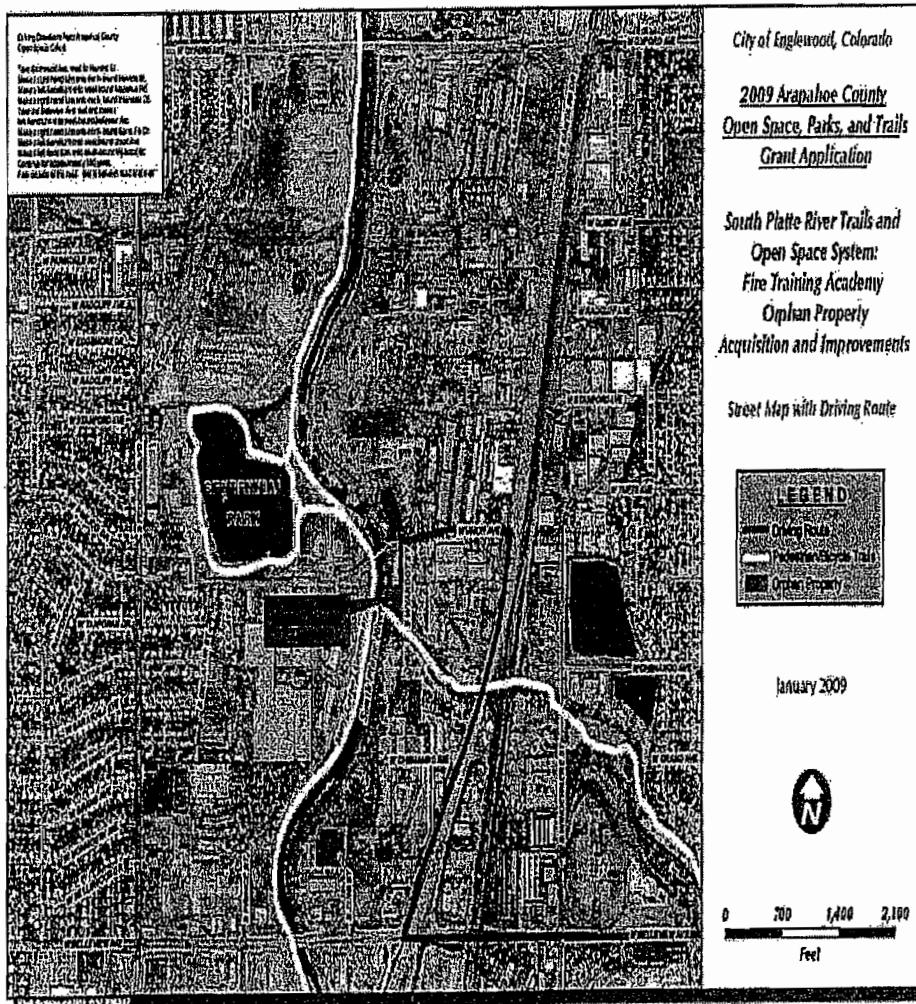
Big Dry Creek



SCALE: 1 inch = 50 feet  
DATE: March 18, 2011  
PHOTO DATE: 2008

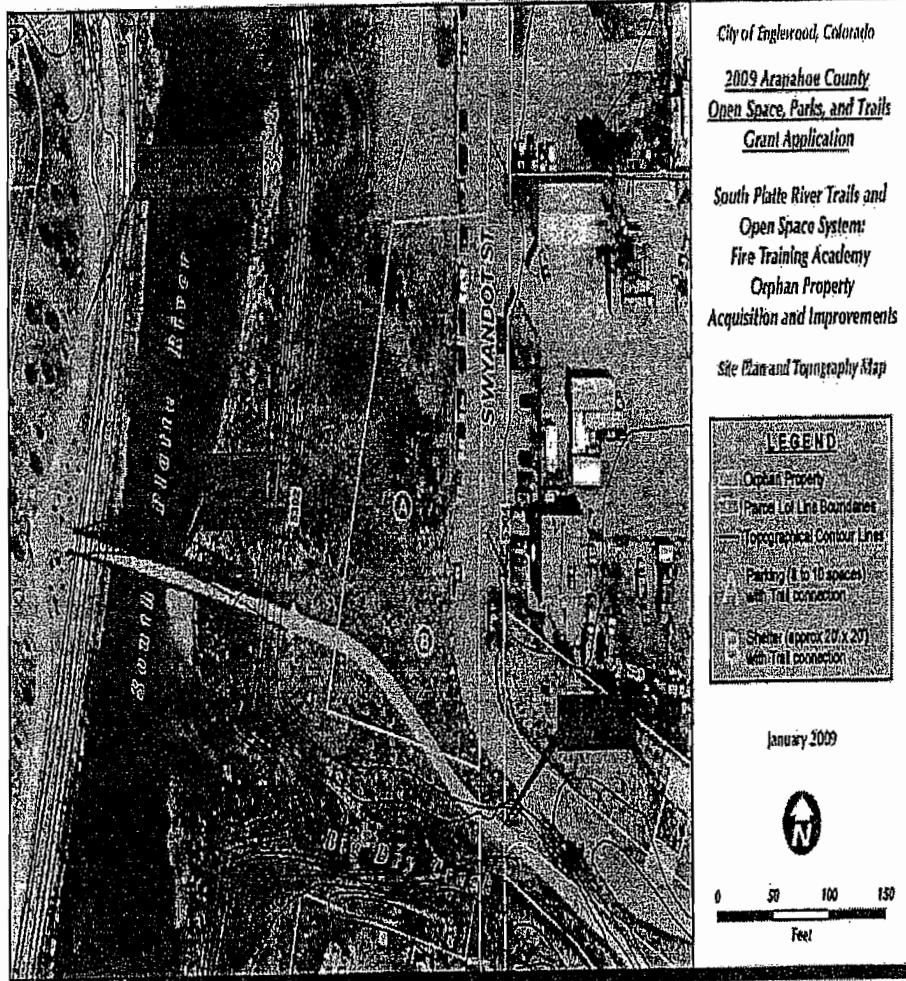
**Exhibit B**  
**Map No. 1 of 2: Vicinity Map in Englewood, Colorado**

Arapahoe County Open Space, Parks, and Trails Grant Application  
 Page 18 of 20



**Exhibit B**  
**Map No. 2 of 2: Property Site**

Arapahoe County Open Space, Parks, and Trails Grant Application  
 Page 18 of 20



## COUNCIL COMMUNICATION

<b>Date:</b> May 2, 2011	<b>Agenda Item:</b> 9 c i	<b>Subject:</b> Englewood Public Library's "2011 Summer Food for Fines"
<b>Initiated By:</b> Library Department		<b>Staff Source:</b> Dorothy Hargrove, Director of Library Services

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

The Library has sponsored this popular program since 1990, and each year the City Council has voiced its support. In 2003, the annual Food for Fines program was expanded to twice a year at the request of the Library Board, and subsequently approved by City Council, for two weeks during the summer as well as two weeks between Thanksgiving and Christmas as a way to allow patrons to reduce or eliminate their overdue fines while providing a valuable service for the community

### RECOMMENDED ACTION

The Library Department recommends City Council approve a resolution authorizing the Library Department to implement its *2011 Summer Food for Fines* program from Monday, May 23 through Sunday, June 5, 2011.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

For the past 21 years, the Englewood Public Library has provided its "Food for Fines" program as a way for those patrons with fines on their overdue EPL materials to "pay" them off through the donation of non-perishable food items that are, in turn, forwarded to Inter-Faith Community Services for their food bank for distribution to financially disadvantaged families in the Englewood area. The maximum fine accrual is \$5.00 per item, and the Library requires a donation of two non-perishable food items to cancel one overdue fine. Charges for lost or damaged items are not included in this program. This program has been warmly received and supported by the public since its inception, and Library patrons now look forward to it as a way of helping others while relieving their own financial obligations. This program also encourages patrons to return overdue library materials and thus make these materials available to others in the community. The program presents a positive image of the Library and the City and is a "win-win" situation for everyone involved.

### FINANCIAL IMPACT

Food for Fines reduces the General Fund revenue provided by overdue fees. These revenues traditionally drop about 50% during each of the Library's two-week Food for Fines programs, for an estimated loss in revenue of about \$500. Historically, each of these two biannual events raises an average of \$1,500 to \$2,000 in donated food items for the Inter-Faith Community Services food bank.

### LIST OF ATTACHMENTS

Proposed Resolution

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2011

A RESOLUTION AUTHORIZING THE ENGLEWOOD PUBLIC LIBRARY TO IMPLEMENT THE "SUMMER FOOD FOR FINES" PROGRAM FROM MONDAY, MAY 23<sup>rd</sup> THROUGH SUNDAY, JUNE 5<sup>th</sup>, 2011.

WHEREAS, the Englewood Public Library has sponsored a "Food for Fines" program since 1990; and

WHEREAS, the "Food for Fines" program allows patrons with overdue fines on their overdue library materials to "pay" them off through the donation of non-perishable food items; and

WHEREAS, the food items are then forwarded to the Inter-Faith Community Services for their "food bank" distribution to financially disadvantaged families in the Englewood area; and

WHEREAS, the program is a benefit to the community in that the disadvantaged are assisted; the air cleared with respect to fines; the City receives its library materials back and the program presents a positive image of the Library and the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The Englewood City Council hereby authorizes the Englewood Public Library's implementation of the "Summer Food for Fines" program from Monday, May 23<sup>rd</sup>, through Sunday, June 5<sup>th</sup>, 2011. The collected food will then be forwarded to the Inter-Faith Community Services for distribution to financially disadvantaged families in the Englewood area.

ADOPTED AND APPROVED this 2nd day of May, 2011.

ATTEST:

\_\_\_\_\_  
James K. Woodward, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2011.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

## COUNCIL COMMUNICATION

<b>Date:</b> May 2, 2011	<b>Agenda Item:</b> 9 c ii	<b>Subject:</b> Water Meter and ERT Purchase
<b>Initiated By:</b> Utilities Department		<b>Staff Source:</b> Stewart H. Fonda, Director of Utilities

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Council approved the 2005 meter purchase in the amount of \$76,785.10 at their March 21, 2005 meeting.

Council approved the 2006 meter purchase in the amount of \$51,331.40 at their May 15, 2006 meeting.

Council approved the 2009 meter purchase in the amount of \$114,140 at their February 2, 2009 meeting.

Council approved the 2010 meter purchase in the amount of \$46,601.10 at their March 9, 2010 meeting.

### RECOMMENDED ACTION

The Water and Sewer Board, at their February 9, 2011 meeting, recommended Council approve, by motion, the purchase of water meters and electronic remote transmitters (ERTs) from National Meter and Automation, Inc. in the amount of \$69,145.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Utilities Department purchases water meters needed for an entire year by requesting one large bid proposal for additional cost savings. The Utilities Department is converting the metering system to the ITRON Automatic Meter Reading System. All meters and registers purchased will be compatible with the ITRON System. A portion of these meters will be resold to Englewood customers for new installations as part of the flat-rate-to-meter conversion process. Some of the meter stock will be used to replace inactive or poorly functioning meters and to convert existing meters to the ITRON system.

A portion of the 2011 order is electronic remote transmitters (ERT's) for updating existing residential meters, enabling meter readers to obtain meter readings using radio frequencies. This improves accuracy, and at the same time, is a labor saving device.

## **FINANCIAL IMPACT**

Englewood's meter and ERT order is being placed in conjunction with Denver Water Board's Purchase Order #104918 for the best quantity price. The purchase order is based on a previous bid by Denver Water. Meters and ERTs will be purchased from National Meter & Automation in the amount of \$69,145 for meters and ERTs. Of this amount, approximately \$20,000 will be resold to Englewood customers for flat-rate to meter conversions.

There is money budgeted for these meters in the 2011 Budget.

## **LIST OF ATTACHMENTS**

Quote from National Meter and Automation, Inc.  
Excerpt from March 8, 2011 Water and Sewer Board Minutes

 **NATIONAL**  
METER AND AUTOMATION, INC.

7220 S Fraser St, Centennial, CO 80112 Tel: (303) 339-9100 Fax: (303) 649-1017

Mr. Tony Hassman  
Denver Water  
Purchasing  
1600 West 12<sup>th</sup> Ave.  
Denver, CO 80204-3412

December 13, 2010

Dear Tony,

As per your request I am pleased to notify Denver Water of National Meter & Automation, Inc.'s desire to extend our bid for "Water Meters" for another calendar year.

Due to the increased cost of copper this year National Meter & Automation, Inc. respectfully requests an increase of 4% for all water meters, (5/8/3/4" thru 2").

This pricing shall remain firm thru 12/31/2011.

Full Freight Allowed.

Terms: Net 30 Days

Thank you for your consideration,

Noel Frakes  
President/CEO  
National Meter & Automation, Inc.

WATER AND SEWER BOARD  
MINUTES

March 8, 2011

The meeting was called to order at 5:10 p.m.

Members present: Burns, Clark, Higday, Cassidy, Wiggins, Woodward,  
McCaslin, Habenicht

Members absent: Olson

Also present: Stewart Fonda, Director of Utilities

*Excerpt from Page 2 of the March 8, 2011 Water and Sewer Board Minutes*

.....  
3. WATER METER PURCHASE.

The Utilities Department purchases water meters for an entire year by requesting one large bid proposal for cost savings. The metering system is being converted to the ITRON Automatic Meter Reading System, and all meters and registers purchased will be compatible with this system. Some of the meters will be resold to Englewood customers for new installations as part of the flat-rate-to meter conversation and some will be used to replace inactive or poorly function meters.

A portion of the 2011 order is for electronic remote transmitters (ERTs) for updating existing residential meters, which will enable meter readers to obtain readings using radio frequencies. This improves accuracy and is a labor saving device.

Englewood's order is being placed in conjunction with Denver Water Board's order for the best quantity price. The meters and ERTs will be purchased from National Meter & Automation for \$69,145.00. Of this amount, approximately \$20,000 will be resold to Englewood customers.

Mr. Habenicht moved;

Mr. Cassidy seconded: To recommend Council approval, by motion, for the purchase of water meters and electronic remote transmitters from National Meter and Automation, Inc. in the amount of \$69,145.00.

Ayes: Burns, Clark, Higday, Cassidy, Wiggins, Woodward,  
McCaslin, Habenicht

Nays: None

Absent: Olson

Motion carried.

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## COUNCIL COMMUNICATION

<b>Date:</b> May 2, 2011	<b>Agenda Item:</b> 11 a i	<b>Subject:</b> Big Dry Creek Interceptor Finances
<b>Initiated By:</b> Utilities Department		<b>Staff Source:</b> Stewart H. Fonda, Director of Utilities

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

Big Dry Creek Basin Interceptor Agreement between the City of Englewood, Southgate Sanitation District, South Arapahoe Sanitation District and the South Englewood Sanitation District No. 1 was approved by Council as Ordinance No. 30, Series 1990.

A resolution was passed October 18, 2004 establishing maintenance fees for Big Dry Creek Basin Interceptor.

Council approved an Ordinance on March 19, 2008 for the maintenance fee of \$0.108406 per thousand gallons for the Big Dry Creek Interceptor.

The Englewood Water and Sewer Board, at their January 13, 2009 meeting, recommended Council approval, by Ordinance, of a Big Dry Creek Interceptor maintenance fee increase to \$0.159123 per thousand gallons.

### RECOMMENDED ACTION

The Englewood Water and Sewer Board, at their February 9, 2011 meeting, recommended that Council adopt a bill for an ordinance approving a Big Dry Creek Interceptor maintenance fee increase to \$0.189861 per thousand gallons.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Big Dry Creek Basin Interceptor is a major trunk line serving the Southgate, South Arapahoe, Greenwood Village, South Englewood Sanitation Districts and part of the City of Englewood for sanitary sewer transport. The interceptor begins at Clarkson and Orchard, runs northwesterly along Big Dry Creek to Santa Fe Drive, and then north to the Littleton/Englewood Wastewater Treatment Plant.

Originally, Englewood owned the interceptor from Mansfield Avenue to the Plant. Before the Basin Interceptor Agreement, Englewood was solely responsible for this interceptor pipe from Mansfield to the WasteWater Treatment Plant, even though Southgate, South Arapahoe, South Englewood, Greenwood Village Sanitation Districts were connected to it. In 1990 the City of Englewood entered into the Interceptor Basin Agreement (IBA) with the connected sanitation districts, and with

the agreement in place, Englewood still owns the interceptor, but all connected districts share responsibility for the repairs, maintenance and replacement of the line.

At the time of the original agreement, eight capital construction projects were anticipated. Line and advanced tap fees for capital construction, along with a small charge for repair and maintenance, were established. After completion of three capital projects, Southgate Sanitation District reassessed the condition of the interceptor and determined that it had capacity adequate to meet the existing and future demands and that no further capital projects were needed. Under the 1990 Agreement, funding was established to proceed with a repair, maintenance and rehabilitation program. An on-going preventative maintenance program is imperative for an efficiently operating interceptor line.

### **FINANCIAL IMPACT**

The original financial arrangement scheduled periodic increases; the next one is to be effective for the 2011 billing period. The per thousand gallon charge will increase from \$0.159123 to \$0.189861. The typical residential customer will see their bill go from \$13.18 per year to approximately \$16.00 per year.

### **LIST OF ATTACHMENTS**

Letter from Southgate  
Excerpt from February 9, 2011 Water and Sewer Board Minutes  
Bill for an Ordinance



# Southgate

## Water & Sanitation Districts

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3722 East Orchard Road  
Centennial, Colorado 80121  
Telephone (303) 779-0261  
FAX (303) 779-0220

September 1, 2010

Mr. Stu Fonda  
City of Englewood  
1000 Englewood Parkway  
Englewood, CO 80110

Re: Big Dry Creek Interceptor Agreement

Dear Stu:

In 2006 we implemented a restructuring of the financing for the Big Dry Creek Interceptor. On the basis of a twenty five year projection of rehabilitation needs the annual BIA Line Charge was increased (effective 2007) to \$0.108406 per 1,000 gallons of winter water consumption and (effective 2009) to \$0.159123 per 1,000 gallons of winter water consumption.

That finance restructuring scheduled periodic increases in the BIA Line Charge. It is time to implement the increase effective for 2011.

Please adjust the BIA Line Charge to \$0.189861 per 1,000 gallons of winter water consumption.

For your convenience I have attached a copy of the 12/28/06 BIA financing spread sheet.

Yours Truly,

Duane Tinsley  
District Manager

WATER AND SEWER BOARD  
MINUTES

February 9, 2011

The meeting was called to order at 5:10 p.m.

Members present: Cassidy, Wiggins, Woodward, Habenicht, McCaslin,

Members absent: Olson, Higday, Clark, Burns

Also present: Stewart Fonda, Director of Utilities  
Dwayne Tinsley, Southgate Sanitation District

*Excerpt from Page 2 of the February 9, 2011 Water and Sewer Board Minutes*

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2. GUEST: DWAYNE TINSLEY – SOUTHGATE SANITATION DISTRICT.

Mr. Tinsley distributed a history of the Big Dry Creek Interceptor and a map of projects and how they were prioritized. The Big Dry Creek Basin Interceptor is a major trunk line serving the Southgate, South Arapahoe, Greenwood Village, South Englewood Sanitation District and part of the City of Englewood for sanitary sewer transport. In 1990 the City of Englewood entered into the Interceptor Basin Agreement with the connected sanitation districts. Englewood still owns the interceptor north of Mansfield, but all the connected districts share responsibility for the repairs, maintenance and replacement of the line.

Mr. Tinsley reviewed the restructured financing for the Big Dry Creek Interceptor implemented in 2006. The restructuring scheduled periodic increases in the Big Dry Creek Interceptor Agreement line charge. Mr. Tinsley discussed the proposed line charge which will increase the rate from \$0.159123 to \$0.189861 per 1,000 gallons of winter water consumption. This will average out to approximately \$3.00 per household, per year.

Mr. Wiggins moved;

Mr. Habenicht seconded: To recommend Council approval, by Ordinance, of a Big Dry Creek Interceptor maintenance fee increase to \$0.189861 per thousand gallons.

Ayes: Cassidy, Wiggins, Woodward, Habenicht, McCaslin

Nays: None

Absent: Olson, Higday, Clark, Burns

Motion carried.

.....

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2011

COUNCIL BILL NO. 28  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE 1990 BIG DRY CREEK INTERCEPTOR AGREEMENT REGARDING FEES.

WHEREAS, the Big Dry Creek Basin Interceptor is a major trunk line serving the Southgate, South Arapahoe, South Englewood Sanitation Districts and part of the City of Englewood for sanitary sewer transport; and

WHEREAS, the Englewood City Council approved entering the Big Dry Creek Basin Interceptor Agreement between Englewood, Southgate Sanitation District, South Arapahoe Sanitation District and the South Englewood Sanitation District No.1, by the passage of Ordinance No. 30, Series of 1990, which included "line and advance tap fees" for capital construction; and

WHEREAS, the Englewood City Council authorized the passage of a Resolution in 2004, establishing repair, maintenance and rehabilitation fees for Big Dry Creek Basin Interceptor; and

WHEREAS, the Englewood City Council approved an amendment to the 1990 Big Dry Creek Interceptor Agreement pertaining to those maintenance fees, by the passage of Ordinance No. 26, Series of 2007; and

WHEREAS, the Englewood City Council authorized an Amendment to the 1990 Big Dry Creek Interceptor Agreement regarding fees, by the passage of Ordinance No. 13 Series of 2009; and

WHEREAS, after the completion of three capital projects, Southgate Sanitation District reassessed the condition of the interceptor and determined that the interceptor has capacity adequate to meet the existing and future demands and that no further capital projects are needed so that Southgate terminated the Advanced Tap Fee collection for capital projects and disbursed the unused tap fee capital revenues to the participating districts; and

WHEREAS, under the 1990 Agreement, the original financial arrangements to fund the repair, maintenance and rehabilitation program provided for scheduled periodic increases; the next increase is to be effective for the 2011 billing period when the per thousand gallon charge will increase from \$0.159123 per 1,000 gallons of winter water consumption to \$0.189861 per 1,000 gallons of winter water consumption; and

WHEREAS, the Englewood Water and Sewer Board recommended approval of the Big Dry Creek Interceptor maintenance fee increase to \$0.189861 per thousand gallons at its February 9, 2011 meeting;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending the 1990 Big Dry Creek Basin Interceptor Agreement by accepting the scheduled periodic financial increase of \$0.189861 per 1,000 gallons of winter water consumption.

Introduced, read in full, and passed on first reading on the 2nd day of May, 2011.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 6th day of May, 2011.

Published as a Bill for an Ordinance on the City's official website beginning on the 4th day of May, 2011 for thirty (30) days.

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James K. Woodward, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 2nd day of May, 2011.

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Loucrishia A. Ellis

## BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
 SERIES OF 2011

COUNCIL BILL NO. 19  
 INTRODUCED BY COUNCIL  
 MEMBER OLSON

AN ORDINANCE MODIFYING TITLES 2, 5 AND 16, OF THE ENGLEWOOD MUNICIPAL CODE 2000 PERTAINING TO MEDICAL MARIJUANA.

WHEREAS, the City Council of the City of Englewood amended Title 5, by the addition of a new Chapter 22 pertaining to Licensing of Medical Marijuana Primary Care-Givers with the passage of Ordinance No. 41, Series 2009; and

WHEREAS, Council Bill No. 53, pertaining to amending Title 16, Chapters 5 and 11 of the Englewood Municipal Code, which pertains to the Unified Development Code and Medical Marijuana Primary Care-Giver use without violating the Colorado State Constitution or federal statutes, was read and passed on first reading in December, 2009; and

WHEREAS, the Englewood City Council established a Temporary Suspension or Moratorium on the establishment of new Medical Marijuana Dispensing and growing uses for a six month period by the passage of Ordinance No. 34, 2009; and

WHEREAS, the Englewood City Council extended the suspension or moratorium on the establishment of new Medical Marijuana Dispensing and Growing uses for a period of four months by the passage of Ordinance No. 5, 2010; and

WHEREAS, the Englewood City Council extended the existing temporary suspension or moratorium on the establishment of new Medical Marijuana Dispensing and Growing uses for a period of six months with the passage of Ordinance No. 14, 2010; and

WHEREAS, the Colorado State Legislature passed state legislation pertaining to Medical Marijuana by passage of House Bill 10-1284 [signed by Governor on June 7, 2010]; and

WHEREAS, this Ordinance does not regulate medical marijuana patients or primary medical marijuana care-givers;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 5, Section 1(C), entitled "*Table of Allowed Uses*", of the Englewood Municipal Code 2000, to read as follows:

**16-5-1: Table of Allowed Uses.**

*C. Table of Allowed Uses.*

**[EDITOR'S NOTE:** The recommended changes are only effective in the Commercial portion of the table. The **Residential Uses and Public/Institutional Uses** portions of Table 16-5-1.1 Table of Allowed Uses contain no changes and are therefore not included here]

<b>TABLE 16-5-1.1: TABLE OF ALLOWED USES</b>																	
<b>P = PERMITTED USE    C = CONDITIONAL USE    A = ACCESSORY USE    T= TEMPORARY USE    L= LIMITED USE</b> <b>C-A = ACCESSORY USE APPROVED CONDITIONALLY    L-A = ACCESSORY USE APPROVED WITH LIMITED USE PROCEDURE</b>																	
Use Category	Use Type	Residential						Non-Residential									
		R R 1 1 A	R R 1 1 C	R R 2 2 A	R R 2 2 B	M U R 3 A	M U R 3 B --- M O 1	M 1	M 2 --- M O 2	M U B 1	M U B 2	T S A	I 1	I 2			
<b>COMMERCIAL USES</b>																	
Adult Use	All types as defined in Chapter 16-11												P				16-5-2.C.1
Agricultural Use	Greenhouse/nursery, raising of plants, flowers, or nursery stock															P	16-5-2.C.2
Animal Sales and Service	Animal shelter															P	P
	Kennel/day care													L		P	P
	Pet store (live animal sale)												P	P	P	P	













**TABLE 16-5-1.1: TABLE OF ALLOWED USES**

**P = PERMITTED USE    C = CONDITIONAL USE    A = ACCESSORY USE    T= TEMPORARY USE    L= LIMITED USE**  
**C-A = ACCESSORY USE APPROVED CONDITIONALLY    L-A = ACCESSORY USE APPROVED WITH LIMITED USE PROCEDURE**

Use Category	Use Type	Residential								Non-Residential						Additional Regulations	
		R 1 A	R 1 B	R 1 C	R 2 A	R 2 B	M U R 3 A	M U R 3 B	M U R 3 M O 1	M 1	M 2	M U B 1	M U B 2	T S A	I 1		I 2
Service (Sales)	Art gallery																
	Auction house																
	Buy-back shop, second hand, thrift, consignment																
	Convenience store																
	Grocery/specialty food store																
	Internet sales location																
	Liquor store																
	Pawnbroker																

16-5-2.C.10







**TABLE 16-5-1.1: TABLE OF ALLOWED USES**

**P = PERMITTED USE    C = CONDITIONAL USE    A = ACCESSORY USE    T= TEMPORARY USE    L= LIMITED USE**  
**C-A = ACCESSORY USE APPROVED CONDITIONALLY    L-A = ACCESSORY USE APPROVED WITH LIMITED USE PROCEDURE**

Use Category	Use Type	Residential								Non-Residential						Additional Regulations
		R 1 A	R 1 B	R 1 C	R 2 A	R 2 B	M U R 3 A	M U R 3 B	M U R 3 B M O 1	M 1	M 2	M U B 1	M U B 2	T S A	I 1	
	Hotel, Extended Stay									P					P	
Wholesale	Sales and distribution														P	P

**[EDITOR'S NOTE:** The recommended changes are only effective in the Commercial portion of the table. The Manufacturing/Industrial Uses, Accessory Uses, Temporary Uses, and Uses Not Mentioned portions of Table 16-5-1.1 Table of Allowed Uses contain no changes and are therefore not included here]

**Section 2.** The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 5, Section 2(C), by the addition of a new subsection 13 “Medical Marijuana” of the Englewood Municipal Code 2000 to read as follows:

**16-5-2. Use Specific Standards.**

**C. Commercial Uses**

**13. – Medical Marijuana.**

- a. All Medical Marijuana Uses shall comply with State regulations and City of Englewood Licensing requirements.
- b. Facilities in MU-B-1, MU-B-2, and M-2 zone districts: Cultivation and Infused Product Manufacturing uses are allowed only as accessory uses to a principal Medical Marijuana Center provided the square footage of the total operation does not exceed five thousand (5,000) square feet.

**Section 3.** The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 11, Section 2(B) - “*Definition of Words, Terms, and Phrases*” of the Englewood Municipal Code 2000 by inserting in alphabetical order; in order to match/align with the Colorado state legislation the following definitions:

*Medical Marijuana:* all parts of the plant (genus) cannabis used in the treatment of debilitating medical conditions as defined in the Colorado Constitution Article XVIII, Section 14.

*Medical Marijuana Center:* means a person licensed pursuant to Article 43.3-104 of Title 12 C.R.S. to operate a business as described in Article 43.3 of Title 12 C.R.S. that sells Medical Marijuana to registered patients or primary Care-Givers as defined in Section 14 of Article XVIII of the State Constitution, but is not a primary Care-Giver.

*Medical Marijuana-Infused Products Manufacturer:* means a person licensed pursuant to Article 43.3 of title 12 C.R.S. to operate a business as described in Article 43.3 of Title 12 C.R.S.

*Medical Marijuana Optional Premises Cultivation Operation:* means a person licensed pursuant to Article 43.3 of Title 12 C.R.S. to operate a business as described in Article 43.3 of Title 12 C.R.S.

**Section 4.** The City Council of the City of Englewood, Colorado hereby authorizes amending Title 16, Chapter 5, Section 4(C), by the addition of three new Subsections (11), (12), and (13) to the Englewood Municipal Code 2000 to read as follows:

**16-5-4: - Accessory Uses.**

- C. Accessory Uses Permitted. Table 16-5-1.1 includes accessory uses and shows in which zoning district a specific accessory use is permitted. If an accessory use is not listed in Table 16-5-1.1, but satisfies all the general standards set forth in subsection 16-5-4(B) EMC, the City Manager or designee may allow its establishment according to the procedures and criteria in Section 16-5-1(B) EMC, "Unlisted Uses." In addition, all unlisted accessory uses

shall be subject to compliance with the general, dimensional, and operational standards set forth in this Section 16-5-4 EMC.

1. Home Occupation. Occupations customarily incidental to the principal use as a residence may be allowed when conducted in the same dwelling, provided the following standards are met:
  - a. Districts Allowed. Home occupations are allowed in the following districts: R-1-B, R-1-C, R-2-A, R-2-B, MU-R-3-A, and MU-R-3-B. Only one (1) home occupation shall be permitted per dwelling unit. Home occupations may be permitted accessory to principal residential uses located in nonresidential districts (e.g., in a manufactured home park located in an industrial district) provided the home occupation complies with all requirements of residential district home occupations herein.
  - b. Where Allowed on Site. The home occupation shall be operated entirely within the dwelling unit and only by the person or persons maintaining a dwelling unit therein. The home occupation shall not have a separate outside entrance. The home occupation shall not be conducted in a detached accessory structure.
  - c. Registration. All home occupations shall register with the City.
  - d. Sales.
    - (1) On the Premises. The sale on the premises of items that have been made, grown, or prepared on the premises shall be permitted. The sale on the premises of any item that has not been made, grown, or prepared on the premises shall be prohibited.
    - (2) Off the Premises. Sales off the premises of such items as personal or household goods such as those products offered by Avon, Amway, Fuller Brush, Watkins, etc., shall be permitted.
  - e. Operational Requirements.
    - (1) No assistants or employees that are not residents of the principal dwelling unit shall be employed in the home occupation.
    - (2) The hours and manner of such uses and the noise created thereby shall not interfere with the peace, quiet, or dignity of the neighborhood and adjoining properties.
    - (3) Incidental storage shall be allowed for items made on the premises and/or sold off the premises consistent with this Section.
    - (4) The home occupation, including storage of materials, equipment, inventory, and/or supplies, shall not utilize more than three hundred (300) square feet; provided, however, that this does not apply to permitted home care accessory uses.

- (5) The use of electric motors shall be limited in power, with a total limitation of one and one-half (1½) horsepower, and no single unit over three-fourths (¾) horsepower.
- f. Prohibited Uses. In no event shall any home occupation include the following business or commercial activities:
- (1) Animal hospital or kennel, animal daycare, breeders, except licensed canine and feline breeders.
  - (2) Asphalt paving business.
  - (3) Barbers, hairdressers, cosmetologists, beauticians or any activity involving the skin, hair or nails.
  - (4) Body, mechanical repair, or modification of motor vehicles.
  - (5) The sale, storage, manufacture, or assembly of guns, knives or other weapons or ammunition.
  - (6) Dump trucks.
  - (7) Restaurants.
  - (8) Towing business.
  - (9) Processes involving the dispensing, use, or recycling of hazardous or flammable substances and materials.
  - (10) Automotive vehicles sales requiring a state dealer's license.
  - (11) Medical Marijuana Centers.
  - (12) Medical Marijuana-Infused Products manufacturers.
  - (13) Optional Premises Cultivation Operation.

**Section 5.** The City Council of the City of Englewood, Colorado hereby authorizes amending Title 2, Chapter 6, Section 1 “Licensing Authority Established” of the Englewood Municipal Code 2000 to read as follows:

Chapter 6

**LOCAL LIQUOR AND MEDICAL MARIJUANA LICENSING AUTHORITY.**

**2-6-1: Licensing Authority Established.**

A. There is hereby established a Local Licensing Authority, which shall have and is vested with the authority to grant or refuse licenses for the sale at retail of malt, vinous or spirituous liquors and fermented malt beverages, as provided by law, to suspend or revoke such licenses for cause in the manner provided by law. Such authority shall have all the powers of the Local Licensing Authority as set forth in Articles 46, 47 and 48 of Title 12, C.R.S. 1973.

See Title 5, Chapter 3, Article A of this Municipal Code for the organization, powers, functions and duties of the Local Licensing Authority.

B. There is hereby established a Local Licensing Authority to issue only the following Medical Marijuana Licenses upon payment of a fee and compliance with all Local Licensing requirements to be determined by the Local Licensing Authority as set forth in Article 43.3 of Title 12 C.R.S.:

1. A Medical Marijuana Center License;
2. A Medical Marijuana Optional Premises Cultivation Operation License;
3. A Medical Marijuana-Infused Products Manufacturer License.

**Section 6.** The City Council of the City of Englewood, Colorado hereby authorizes repealing Title 5, Section 22, of the Englewood Municipal Code 2000 in its entirety.

**5-22-1: DEFINITIONS:**

As used in this Section, the following terms shall have the meanings indicated:

~~*Medical Marijuana:* All parts of the plant (genus) cannabis used in the treatment of debilitating medical conditions as defined in the Colorado Constitution Article XVIII, Section 14.~~

~~*Medical Marijuana Patient:* A Patient as defined in the Colorado Constitution Article XVIII, Section 14, who is registered as a Medical Marijuana Patient with the State of Colorado.~~

~~*Medical Marijuana Primary Care Giver:* A person, as defined in the Colorado Constitution Article XVIII, Section 14, who is listed by a Medical Marijuana Patient as a Primary Care Giver on the State Medical Marijuana registry.~~

~~*Medical Marijuana Registry Card:* A registration card issued to a Patient, as defined in the Colorado Constitution Article XVIII, Section 14; by the Colorado Department of Public Health and Environment which also identifies the Patient and the Patient's Primary Care Giver.~~

~~*Medical Marijuana Use:* The acquisition, possession, production, use or transportation of marijuana or paraphernalia related to the administration of such medical marijuana to address a~~

~~Patient's debilitating medical condition as defined in the Colorado Constitution Article XVIII, Section 14.~~

~~*Usable Form of Marijuana:* The seeds, leaves, buds, and flowers of the plant (genus) cannabis, and any mixture or preparation thereof, which are appropriate for medical use as defined in the Colorado Constitution Article XVIII, Section 14.~~

~~**5-22-2: LICENSE REQUIRED:** It shall be unlawful for any Medical Marijuana Primary Care Giver, as defined, to acquire, possess, produce, use, transport, offer, dispense, or grow Medical Marijuana or marijuana paraphernalia or to sell the above without first obtaining a license from the City of Englewood.~~

~~**5-22-3: APPLICATION FOR LICENSE:** A Medical Marijuana license shall be issued in accordance with Chapter 1 of this Title to a State of Colorado registered Primary Care Giver.~~

~~**5-22-4: SPECIAL LICENSE REQUIREMENTS:** In addition to all other provisions of this Title, the following special requirements apply to this license:~~

- ~~A. Only a person authorized by the Colorado Constitution Article XVIII, Section 14 or by Rules of the Colorado Department of Public Health and Environment may be licensed.~~
- ~~B. **LICENSE NOT TRANSFERABLE:** A License issued pursuant to this Chapter shall not be transferred to another person.~~
- ~~C. **BACKGROUND INVESTIGATION:** Applicants will be subject to a criminal background investigation as part of the application process. The application will be rejected if the criminal background check discloses any felony convictions.~~
- ~~D. A licensed Medical Marijuana Primary Care Giver shall have copies of all required State of Colorado registrations available.~~
- ~~E. Failure of an applicant to meet the prescribed standards and qualifications of this Chapter shall constitute grounds for revocation, suspension, or non renewal of the license.~~

~~**5-22-5: REQUIRED ACTS:**~~

- ~~A. Medical Marijuana Primary Care Givers shall comply with all applicable State laws and regulations relating to the use, sale or possession of Medical Marijuana or marijuana paraphernalia.~~
- ~~B. Medical Marijuana Primary Care Givers shall keep accurate records of their inventory, sales, and other records as required by the Licensing Officer.~~
- ~~C. Medical Marijuana Primary Care Givers shall keep records of all transactions for at least three (3) years.~~
- ~~D. Licensed Medical Marijuana Primary Care Givers shall only make sales to persons with a valid Medical Marijuana Patient Registry Card issued by the Colorado Department of Public Health and Environment.~~

- E. ~~Licensed Medical Marijuana Primary Care Givers shall possess a copy of a valid Medical Marijuana Patient Registry Card issued by the Colorado Department of Public Health and Environment for all sales.~~

**5-22-6: PROHIBITED ACTS:**

- A. ~~No Medical Marijuana Primary Care Giver shall sell or otherwise provide marijuana to anyone other than persons with a valid Medical Marijuana Registry Card issued by the Colorado Department of Health and Environment to registered Patients.~~

**Section 7.** The City Council of the City of Englewood, Colorado hereby authorizes amending Title 5, Chapter 3, of the Englewood Municipal Code 2000 creating a new Chapter 3D to read as follows:

**5-3D-1: Purpose.**

- A. The Englewood City Council hereby declares that this Chapter shall be deemed an exercise of the police powers of the City for the protection of the economic and social welfare and the health, peace, and morals of the people of the City.
- B. The City further declares that it is unlawful to cultivate, manufacture, distribute, or sell medical marijuana, except in compliance with the terms, conditions, limitations, and restrictions in Section 14 of Article XVIII of the State Constitution and/or when acting as a primary care-giver in compliance with the terms, conditions, limitations, and restrictions of Section 25-1.5-106 C.R.S.

**5-3D-2: Powers and Duties of the Local Licensing Authority.**

- A. The Local Licensing Authority shall grant or refuse local licenses for the cultivation, manufacture, distribution, and sale of Medical Marijuana as provided by law; suspend, fine, restrict, or revoke such licenses upon a violation of this Title, or a rule promulgated pursuant to this Title; and may impose any penalty authorized by this Title or any rule promulgated pursuant to this Title. The Local Licensing Authority may take action with respect to a registration or a license pursuant to this Title, and in accordance with the procedures established pursuant to this Title.
- B. The Local Licensing Authority shall promulgate such rules and make such special rulings and findings as necessary for the proper regulation and control of the cultivation, manufacture, distribution, and sale of Medical Marijuana and for the enforcement of this Chapter.
- C. The Local Licensing Authority hereby adopts the minimum licensing requirements of Article 43.3 of Title 12 C.R.S. when issuing a License.
- D. In addition to all other standards applicable to the issuance of licenses under this Code, the Local Licensing Authority hereby adopts additional standards for the issuance of Medical Marijuana Center, Medical Marijuana Optional Premises Cultivation Operation, or Medical Marijuana- Infused Products Manufacturer Licenses consistent with the intent of Article 43.3 of Title 12 C.R.S. and this Code as follows:

1. Distance restrictions between premises in or out of city limits for which Local Licenses are issued:
  - (a) If the building in which Medical Marijuana is to be cultivated, manufactured or sold is located within two thousand feet (2,000') of a school, an alcohol or drug treatment facility, or the principal campus of a college, university, seminary, or a residential child care facility or within two thousand five hundred feet (2,500') of an existing licensed Medical Marijuana Center, Medical Marijuana-Infused Products Manufacturer or Medical Marijuana Optional Premises Cultivation Operation. The provisions of this Section shall not affect the renewal or re-issuance of a license once granted or apply to licensed premises located or to be located on land owned by a municipality; nor shall the provisions of the Section apply to existing licensed premises on land owned by the State, or apply to a license in effect and actively doing business before said principal campus was constructed.
  - (b) The distances referred to in this Title are to be computed by direct measurement from the nearest property line of the land used for a school or campus to the nearest portion of the building in which Medical Marijuana is to be sold, using a route of direct pedestrian access.
2. Reasonable restrictions on the size of an applicant's Licensed Premises;  
**(No further restrictions proposed at this time.)**
3. Any other requirements necessary to ensure the control of the premises and the ease of enforcement of the terms and conditions of the License.  
**(No further restrictions proposed at this time.)**

### **5-3D-3: Definitions.**

Good Cause: for purposes of refusing or denying a license renewal, reinstatement, or initial license issuance means:

1. The licensee or applicant has violated, does not meet, or has failed to comply with any of the terms, conditions, or provisions of Article 43.3 of Title 12 C.R.S., and rules promulgated pursuant to this Title, or any supplemental local law, rules, or regulations;
2. The licensee or applicant has failed to comply with any special terms or conditions that were placed on its license pursuant to an order of the State or Local Licensing Authority;
3. The licensed premises have been operated in a manner that adversely affects the public health, welfare or the safety of the immediate neighborhood in which the establishment is located.

License: means to grant a license or registration pursuant to this Title.

Licensed Premises: means the premises specified in an application for a license under this Title, which are owned or in possession of the licensee and within which the licensee is authorized to cultivate, manufacture, distribute, or sell Medical Marijuana in accordance with the provisions of Article 43.3 of Title 12 C.R.S.

Licensee: means a person licensed or registered pursuant to Article 43.3 of Title 12 C.R.S. and this Title.

Local Licensing Authority: means the Englewood Local Liquor and Medical Marijuana Licensing Authority.

Local Licensing Official: means the Director of Finance and Administrative Services or designee.

Location: means a particular parcel of land that may be identified by an address or other descriptive means.

Medical Marijuana: means Marijuana that is grown and sold pursuant to the provisions of Article 43.3 of Title 12 C.R.S. and for a purpose authorized by Section 14 of Article XVIII of the State Constitution.

Medical Marijuana Center: means a person licensed pursuant to Article 43.3 of Title 12 C.R.S. to operate a business as described in Article 43.3 of Title 12 C.R.S. that sells medical marijuana to registered patients or primary caregivers as defined in Section 14 of Article XVIII of the State Constitution, but is not a primary caregiver.

Medical Marijuana-Infused Product: means a product infused with Medical Marijuana that is intended for use or consumption other than by smoking, including but not limited to edible products, ointments, and tinctures. These products, when manufactured or sold by a licensed Medical Marijuana Center or a Medical Marijuana-Infused Product Manufacturer, shall not be considered a food or drug for the purposes of the "Colorado Food and Drug Act", Part 4 of Article 5 of Title 25, C.R.S.

Medical Marijuana-Infused Product Manufacturer: A person licensed pursuant to Article 43.3 of Title 12 C.R.S. to operate a business as described in Article 43.3 of Title 12 C.R.S.

Medical Marijuana Optional Premises Cultivation Operation: means the premises specified in an application for a Medical Marijuana Center License with related growing facilities in Colorado for which the Licensee is authorized to grow and cultivate Marijuana for a purpose authorized by Section 14 of Article XVIII of the State Constitution.

Person: means a natural person, partnership, association, company, corporation, limited liability company, or organization, or a manager, agent, owner, director, servant, officer, or employee thereof.

Premises: means a distinct and definite location, which may include a building, a part of a building, a room, or any other definite contiguous area.

School: means a public or private preschool or a public or private elementary, middle, junior high, or high school, college or campus of a college.

Smoking: means the burning of a lighted cigarette, cigar, pipe, or any other matter or substance that contains tobacco or Medical Marijuana as defined by Article 43.3 of Title 12 C.R.S.

State Licensing Authority: means the Authority created for the purpose of regulating and controlling the Licensing of the cultivation, manufacture, distribution, and sale of Medical Marijuana in this State, pursuant to Article 43.3 of Title 12 C.R.S.

In addition to the definitions set forth in Section 14(1) of Article XVIII of the State Constitution, as used in Article 43.3 of Title 12 C.R.S., unless the context otherwise requires, "Primary Care-Giver" means a natural person, other than the patient or the patient's physician, who is eighteen years of age or older and has significant responsibility for managing the well-being of the patient who has a debilitating medical condition.

**5-3D-4: Applications – Licenses.**

- A. An application for a License shall be filed with the Local Licensing Authority on forms provided by the State and Local Licensing Authority. The application shall contain such information as the State and Local Licensing Authority may require. Each application shall be verified by the oath or affirmation of the persons prescribed by the State and Local Licensing Authority.
- B. An applicant shall file at the time of application for a Local License plans and specifications for the interior of the building if the building to be occupied is in existence at the time. If the building is not in existence, the applicant shall file a plot plan and a detailed sketch for the interior and submit an architect's drawing of the building to be constructed. In its discretion, the Local or State Licensing Authority may impose additional requirements necessary for the approval of the application.

**5-3D-5: Public Hearing Notice – Posting and Publication.**

- A. Upon receipt of an application for a Local License, except an application for renewal or for transfer of ownership, a Local Licensing Authority may schedule a public hearing upon the application, to be held not less than thirty (30) days after the date of the application. If the Local Licensing Authority schedules a hearing for a Medical Marijuana Center Application, it shall post and publish public notice thereof not less than ten (10) days prior to the hearing. The Local Licensing Authority shall give public notice by the posting by applicant of a sign in a conspicuous place on the Medical Marijuana Center premises for which application has been made and by publication in a newspaper of general circulation or the City's official website in the City in which the Medical Marijuana Center Premises are located.
- B. Public notice given by posting shall include a sign of suitable material, not less than twenty-two inches (22") wide and twenty-six inches (26") high, composed of letters not less than one inch in height and stating the type of License applied for, the date of the application, the date of the hearing, the name and address of the applicant, and such other information as may be required to fully apprise the public of the nature of the application. The sign shall contain the names and addresses of the officers, directors, or manager of the facility to be licensed.
- C. Public notice given by publication shall contain the same information as that required for signs.
- D. If the building in which Medical Marijuana is to be sold is in existence at the time of the application, a sign posted as required in this Section shall be placed so as to be conspicuous and plainly visible to the general public. If the building is not constructed at the time of the application, the applicant shall post a sign at the premises upon which the

building is to be constructed in such a manner that the notice shall be conspicuous and plainly visible to the general public.

- E.
1. A Local Licensing Authority, the Local Licensing Official, or a License Applicant with Local Licensing Authority approval, may request that the State Licensing Authority conduct a concurrent review of a new License Application prior to the Local Licensing Authority's final approval of the License Application. Local Licensing Authorities who permit a concurrent review will continue to independently review the Applicant's License Application.
  2. When conducting a concurrent application review, the State Licensing Authority may advise the Local Licensing Official and the Local Licensing Authority of any items that it finds that could result in the denial of the License Application. Upon correction of the noted discrepancies, if the correction is permitted by the State Licensing Authority, the State Licensing Authority shall notify the Local Licensing Authority of its conditional approval of the License Application subject to the final approval by the Local Licensing Authority. The State Licensing Authority shall then issue the Applicant's State License upon receiving evidence of final approval by the Local Licensing Authority.
  3. All applications submitted for concurrent review shall be accompanied by all applicable State and Local License and Application Fees. Any applications that are later denied or withdrawn may allow for a refund of License Fees only. All Application Fees provided by an applicant shall be retained by the respective Licensing Authority.

**5 -3D-6: Results of Investigation – Decision of Authorities.**

- A. Not less than five (5) days prior to the date of the public hearing authorized in Section 5-3D-5 EMC, the Local Licensing Official shall make known the findings, based on its investigation, in writing to the applicant and other parties of interest. The Local Licensing Authority has authority to refuse to issue a License provided for in this Section for good cause, subject to judicial review.
- B. Before entering a decision approving or denying the application for a Local License, the Local Licensing Authority may consider, except where this Code specifically provides otherwise, the facts and evidence adduced as a result of its investigation, as well as any other facts pertinent to the type of license for which application has been made, including the number, type, and availability of Medical Marijuana outlets located in or near the premises under consideration, and any other pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed.
- C. Within thirty (30) days after the public hearing or completion of the application investigation, the Local Licensing Authority shall issue its decision approving or denying an application for local licensure. The decision shall be in writing and shall state the reasons for the decision. The Local Licensing Authority shall send a copy of the decision by certified mail to the applicant at the address shown in the application.

- D. After approval of an application, the Local Licensing Official shall not issue a local license until the building in which the business to be conducted is ready for occupancy with such furniture, fixtures, and equipment in place as are necessary to comply with the applicable provisions of this Title and State Statute, and then only after the Local Licensing Official has inspected the premises to determine that the applicant has complied with the Architect's Drawing and the Plot Plan and detailed sketch for the interior of the building submitted with the application.
- E. After approval of an application for Local Licensure, the Local Licensing Official shall notify the State Licensing Authority of such approval, who shall investigate and either approve or disapprove the application for State Licensure.

**5-3D-7: Medical Marijuana License Bond.**

- A. Before the Local Licensing Official issues a Local License to an applicant, the applicant shall procure and file with the City Licensing Authority evidence of a good and sufficient bond in the amount of five thousand dollars (\$5,000.00) with corporate surety thereon duly licensed to do business with the City, and conditioned that the applicant shall report and pay all sales and use taxes due to the City, or for which the State is the collector or collecting agent, in a timely manner, as provided by law.
- B. A corporate surety shall not be required to make payments to the City claiming under such bond until a final determination of failure to pay taxes due to the City has been made by the City Licensing Authority or a Court of competent jurisdiction.
- C. All bonds required pursuant to this Section shall be renewed at such time as the Bondholder's License is renewed. The renewal may be accomplished through a continuation certificate issued by the surety.

**5-3D-8: Denial of Application.**

- A. The Local Licensing Authority shall deny a Local License if the premises on which the applicant proposes to conduct its business do not meet the requirements of this Title or for reasons set forth in this Chapter.
- B. If the Local Licensing Authority denies a Local License, the Applicant shall be entitled to a hearing pursuant to this Title. The Local Licensing Authority shall provide written notice of the grounds for denial of the Local License of the applicant.

**5-3D-9: Persons Prohibited as Licensees.**

The Local Licensing Authority hereby adopts the provisions and restrictions set forth in 12-43.4-307 C.R.S.

**5-3D-10: Restrictions for Applications for New Licenses.**

- A. The Local Licensing Authority shall not receive or act upon an application for the issuance of a State or Local License pursuant to this Title.

1. If the application for a State or Local License concerns a particular location that is the same as or within one thousand feet (1,000') of a location for which, within the two (2) years immediately preceding the date of the application, the State or a Local Licensing Authority denied an application for the same class of license due to the nature of the use or other concern related to the location;
2. Until it is established that the applicant is, or will be, entitled to possession of the premises for which application is made under a lease, rental agreement, or other arrangement for possession of the premises or by virtue of ownership of the premises;
3. For a location in an area where the cultivation, manufacture, and sale of Medical Marijuana as contemplated is not permitted under the applicable zoning laws.
4. a. If the building in which Medical Marijuana is to be cultivated, manufactured or sold, is located within two thousand feet (2,000') of a school, an alcohol or drug treatment facility, or the campus of a college, university, seminary, or a residential child care facility or within two thousand five hundred feet (2,500') of an existing licensed Medical Marijuana Center, Medical Marijuana-Infused Products Manufacturer or Medical Marijuana Optional Premises Cultivation Operation. The provisions of this Section shall not affect the renewal or re-issuance of a license once granted or apply to licensed premises located or to be located on land owned by a municipality; nor shall the provisions of the Section apply to existing licensed premises on land owned by the State, or apply to a license in effect and actively doing business before said principal campus was constructed.
  - b. In addition to the requirements of Section 12-43.3-303 (2) C.R.S., the Local Licensing Authority shall consider the evidence and make a specific finding of fact as to whether the building in which the Medical Marijuana is to be sold is located within any distance restrictions established by or pursuant to this Paragraph 4.
  - c. The distances referred to in this Title are to be computed by direct measurement from the nearest property line of the land used for a school or campus to the nearest portion of the building in which Medical Marijuana is to be sold, using a route of direct pedestrian access.

**5-3D-11. Transfer of Ownership.**

- A. A State or Local License granted under the provisions of this Title shall not be transferable except as provided in this Section, but this Section shall not prevent a change of location as provided in Section 12-43.3-310(13) C.R.S.

- B. For a transfer of ownership, a License Holder shall apply to the State and Local Licensing Authorities on forms prepared and furnished by the State Licensing Authority. In determining whether to permit a Transfer of Ownership, the Local Licensing Authority shall consider only the requirements of this Title, any rules promulgated by the State or Local Licensing Authority, and any other local restrictions. The Local Licensing Authority may hold a hearing on the Application for the Transfer of Ownership. The Local Licensing Authority shall not hold a hearing until the Local Licensing Authority has posted a notice of hearing in the manner described in Section 12-43.3-302(2) C.R.S. on the Licensed Medical Marijuana Center premises for a period of ten (10) days and has provided notice of the hearing to the applicant at least ten (10) days prior to the hearing. Any transfer of ownership hearing by the Local Licensing Authority shall be held in compliance with the requirements specified in Section 12-43.3-302 C.R.S.

**5-3D-12: Licensing in General.**

The Local Licensing Authority adopts the provisions and restrictions set forth in 12-43.3-310 C.R.S. and Title 5 Chapter 1 EMC.

**5-3D-13: Licensing Renewal.**

- A. Ninety (90) days prior to the expiration date of an existing License, the State Licensing Authority shall notify the Licensee of the expiration date by First Class Mail at the Licensee's address of record with the State Licensing Authority. A Licensee shall apply for the renewal of an existing License to the Local Licensing Authority not less than forty-five (45) days and to the State Licensing Authority not less than thirty (30) days prior to the date of expiration. A Local Licensing Authority shall not accept an application for renewal of a License after the date of expiration, except as provided in Subsection B. of this Section. The State Licensing Authority may extend the expiration date of the License and accept a Late Application for Renewal of a License provided that the applicant has filed a timely renewal application with the Local Licensing Authority. All renewals filed with the Local Licensing Authority and subsequently approved by the Local Licensing Authority shall next be processed by the State Licensing Authority. The State or the Local Licensing Authority, in its discretion, subject to the requirements of this Title and based upon reasonable grounds, may waive the forty-five (45) day or thirty (30) day time requirement set forth in this Title. The Local Licensing Authority may hold a hearing on the application for renewal only if the Licensee has had complaints filed against it; and has a history of violations; or there are allegations against the Licensee that would constitute good cause. The Local Licensing Authority shall not hold a renewal hearing provided for by this Title for a Medical Marijuana Center until it has posted a notice on the Licensed Medical Marijuana Center premises in the manner described in Section 12-43.3-302(2) C.R.S. for a period of ten (10) days and provided notice to the Applicant at least ten (10) days prior to the hearing. The Local Licensing Authority may refuse to renew any License for good cause, subject to Judicial Review.

- B. 1. Notwithstanding the provisions of Subsection A of this Section, a Licensee whose License had been expired for not more than ninety (90) days may file a Late Renewal Application upon the payment of A Nonrefundable Late Application Fee of Five Hundred Dollars (\$500.00) to the Local Licensing Authority. A Licensee who files a Late Renewal Application and pays the requisite fees may continue to operate until both the State and Local Licensing Authorities have taken final action to approve or deny the Licensee's Late Renewal Application unless the State or Local License Authority summarily suspends the License pursuant to Article 4 of Title 24, C.R.S., this Title, and rules promulgated pursuant to this Title.
2. The State and Local Licensing Authorities may not accept a Late Renewal Application more than ninety (90) days after the expiration of a Licensee's Permanent Annual License. A Licensee whose Permanent Annual License has been expired for more than ninety (90) days shall not cultivate, manufacture, distribute, or sell any Medical Marijuana until all required Licenses have been obtained.
3. Notwithstanding the amount specified for the Late Application Fee, the State and Local Licensing Authority by rule or as otherwise provided by law may reduce the amount of the fee if necessary.

#### **5-3D-14: Inactive Licenses.**

The State or Local Licensing Authority, in its discretion, may revoke or elect not to renew any License if it determines that the Licensed Premises have been inactive, without good cause, for at least one (1) year.

#### **5-3D-15: Unlawful Financial Assistance.**

- A. The State and Local Licensing Authority, by rule and regulation, shall require a complete disclosure of all persons having a direct or indirect financial interest, and the extent of such interest, in each License issued under this Article.
- B. A person shall not have an unreported financial interest in a License pursuant to this Title unless that person has undergone a fingerprint-based criminal history record check as provided for by the State and Local Licensing Authority in its rules; except that this Subsection B shall not apply to banks, savings and loan associations, or industrial banks supervised and regulated by an agency of the State or Federal Government, or the FHA-approved mortgagees, or to stockholders, directors or officers thereof.
- C. This Section is intended to prohibit and prevent the control of the outlets for the sale of Medical Marijuana by a person or party other than the persons Licensed pursuant to the provisions of this Title.

#### **5-3D-16: Fees**

Every Medical Marijuana Center, Medical Marijuana-Infused Products Manufacturer, Medical Marijuana Optional Premises Cultivation Operation shall pay a fee. This fee is imposed to offset the cost of administering this License. This fee shall be determined by the City Council and set by Resolution.

**5-3D-17: Disciplinary Actions: Suspension – Revocation – Fines.**

- A.** In addition to any other sanctions prescribed by, the State Licensing Authority or the Local Licensing Authority has the power, on its own motion or on complaint, after investigation and opportunity for a Public Hearing at which the Licensee shall be afforded an opportunity to be heard; to suspend or revoke a License issued by the respective authority for a violation by the Licensee or by any of the agents or employees of the Licensee of the provisions of this Title, or any other terms, conditions, or provisions of the License issued by the State or Local Licensing Authority. The State Licensing Authority or a Local Licensing Authority has the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books, and records necessary to the determination of a Hearing.
- B.** The State or Local Licensing Authority shall provide notice of suspension, revocation, fine, or other sanction, as well as the required Notice of the Hearing pursuant to this Title, by mailing the same in writing to the Licensee at the address contained in the License. Except in the case of a Summary Suspension, a suspension shall not be for a longer period than six (6) months. If a License is suspended or revoked, a part of the fees paid therefore shall not be returned to the Licensee. Any License or Permit may be summarily suspended by the issuing Licensing Authority without Notice pending any prosecution, investigation, or Public Hearing pursuant to the terms of Section 24-4-104(4), C.R.S. or this Title. Nothing in this Section shall prevent the Summary Suspension of a License pursuant to Section 24-4-104(4), C.R.S. Each patient registered with a Medical Marijuana Center that has had its License Summarily Suspended may immediately transfer his or her Primary Center to another Licensed Medical Marijuana Center.
- C.** **1.** Whenever a decision of the State Licensing Authority or the Local Licensing Authority suspending a License for fourteen (14) days or less becomes final, the Licensee may, before the operative date of the suspension, petition for permission to pay a fine in lieu of having the License suspended for all or part of the suspension period. Upon the receipt of the petition, the State or Local Licensing Authority may, in its sole discretion, stay the proposed suspension and cause any investigation to be made which it deems desirable and may, in its sole-discretion, grant the petition if the State or Local Licensing Authority is satisfied that:
- a.** The public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes;
  - b.** The books and records of the Licensee are kept in such a manner that the loss of sales that the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy; and
  - c.** The Licensee has not had his or her License suspended or revoked, nor had any suspension stayed by payment of a fine, during the two (2) years immediately preceding the date of the Motion or Complaint that resulted in a final decision to suspend the License.

2. The fine accepted shall be not less than five hundred dollars (\$500.00) nor more than one hundred thousand dollars (\$100,000.00).
  3. Payment of a fine shall be in the form of cash or in the form of a certified check or cashier's check made payable to the State or Local Licensing Authority, whichever is appropriate.
- D. Upon payment of the fine, the State or Local Licensing Authority shall enter its further order permanently staying the imposition of the suspension. If the fine is paid to a Local Licensing Authority, the governing body of the Authority shall cause the moneys to be paid into the General Fund of the Local Licensing Authority. Fines paid to the State Licensing Authority shall be transmitted to the State Treasurer who shall credit the same to the Medical Marijuana License Cash Fund created in Section 12-43.3-501 C.R.S.
- E. In connection with a petition, the Authority of the State or Local Licensing Authority is limited to the granting of such stays as are necessary for the Authority to complete its investigation and make its findings and if the Authority makes such findings, to the granting of an Order permanently staying the imposition of the entire suspension or the portion of the suspension not otherwise conditionally stayed.
- F. If the State or Local Licensing Authority does not make the findings required in this Section and does not order the suspension permanently stayed, the suspension shall go into effect on the operative date finally set by the State or Local Licensing Authority.
- G. Each Local Licensing Authority shall report all actions taken to impose fines, suspensions, and revocations to the State Licensing Authority in a manner required by the State Licensing Authority. No later than January 15 of each year, the State Licensing Authority shall compile a report of the preceding year's actions in which fines, suspensions, or revocations were imposed by Local Licensing Authorities and by the State Licensing Authority. The State Licensing Authority shall file one copy of the report with the Chief Clerk of the House of Representatives, one copy with the Secretary of the Senate; and six copies in the Joint Legislative Library.

#### **5-3D-18: Inspection of Books and Records – Inspection Procedures.**

- A. Each Licensee shall keep a complete set of all records necessary to show fully the business transactions of the Licensee, all of which shall be open at all times during business hours for the inspection and examination by the State or Local Licensing Authority or its duly authorized representatives. The State or Local Licensing Authority may require any Licensee to furnish such information as it considers necessary for the proper administration of this Title and may require an audit to be made of the books of account and records on such occasions as it may consider necessary by an auditor to be selected by the State or Local Licensing Authority who shall likewise have access to all books and records of the Licensee, and the expense thereof shall be paid by the Licensee.

- B. The Licensed Premises, including any places of storage where Medical Marijuana is grown, stored, cultivated, sold, infused or dispensed shall be subject to inspection by the State or Local Licensing Authorities and their investigators, during all business hours and other times of apparent activity, for the purpose of inspection or investigation. For examination of any inventory or books and records required to be kept by the Licensees, access shall be required during business hours. Where any part of the Licensed Premises consists of a locked area, upon demand to the Licensee, such area shall be made available for inspection without delay, and, upon request by authorized representatives of the State or Local Licensing Authority, the Licensee shall open the area for inspection.
- C. Each Licensee shall retain all books and records necessary to show fully the business transactions of the Licensee for a period of the current tax year and the three (3) immediately prior tax years.

Section 8. Grandfather Clause.

The currently licensed medical marijuana facilities located at 4332 S. Broadway, Englewood, CO 80113; 11 W. Hampden Ave., L100 and L200, Englewood, CO 80110; and 3751 S. Broadway, Englewood, CO 80113 which were legally in existence as a business location prior to the effective date of Ordinance No. 34, Series of 2009, and are listed by the State as meeting the deadline for application shall be grandfathered and shall be considered to be:

1. A legal Medical Marijuana Center used for the purposes of Title 16 EMC.
2. A Legal nonconforming size under Title 16 EMC. if, on the effective date of this ordinance, it can show that the square footage of the existing licensed use exceeds the maximum square footage limit in this ordinance. This showing must be by a detailed drawing of the currently licensed premises acceptable to the City Manager or designee.

Once a Medical Marijuana use has been found to be grandfathered it shall be subject to all other requirements of the Title 16-9-1 et.seq.

Section 9. Safety Clauses. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Englewood, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 10. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance or its application to other persons or circumstances.

Section 11. Inconsistent Ordinances. All other Ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 12. Effect of repeal or modification. The repeal or modification of any provision of the Code of the City of Englewood by this Ordinance shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under such provision, and each provision shall be treated and held as still remaining in force for the purposes of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

Section 13. Penalty. The Penalty Provision of Section 1-4-1 EMC shall apply to each and every violation of this Ordinance unless otherwise specified in the Ordinance.

Introduced, amended, read in full, and passed as amended on first reading on the 4th day of April, 2011.

Published as amended by Title as a Bill for an Ordinance in the City's official newspaper on the 8th day of April, 2011.

Published as an amended Bill for an Ordinance on the City's official website beginning on the 6th day of April, 2011 for thirty (30) days.

A Public Hearing was held on April 18<sup>th</sup>, 2011.

Read by title and passed on final reading on the 2nd day of May, 2011.

Published by title in the City's official newspaper as Ordinance No. \_\_\_\_, Series of 2011, on the 6<sup>th</sup> day of May, 2011.

Published by title on the City's official website beginning on the 4th day of May, 2011 for thirty (30) days.

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James K. Woodward, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. \_\_\_\_, Series of 2011.

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Loucrishia A. Ellis